

SALE DEED

THIS SALE DEED (“Deed”) is entered into at Ahmedabad on this_____ day of _____, 20__:

BETWEEN

KAVISHA AER LLP, PAN: **AAYFK7520P**, A Partnership Firm incorporated under the provisions of Limited Liability Partnership Act, 2008 (identification No. AAX-3168) through its authorized partner Rameshbhai K. Patel; having its registered office at Kavisha Corporate Campus, S.P Ring Road, Ambli, Ahmedabad-380058. (Hereinafter referred to as the **“Land Owner/Promoter”**) (which expression shall, unless it be repugnant to or be inconsistent with the context or meaning thereof be, deemed to mean and include its successor(s) and permitted assign(s)) of the **FIRST PART**;

AND

1. Party to the first part

Allottee

(1) _____;

PAN:- _____,

Age - adult, residing at:

_____;
2. Party to the second part :

Allottee

(2) _____;

PAN:- _____,

Age - adult, residing at:

_____;

Hereinafter together referred to as the **“Purchaser”** (whose expression shall, unless repugnant to or be inconsistent with the context, mean and include his/ her/ their/ its heir(s), legal representative(s), successor(s)-in-interest, executor(s) and administrator(s) and in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the legal heir(s), executor(s) and administrator(s) of each of the partner(s) and in the case of a company or a body corporate its successor(s) and permitted assign(s)) of the **“OTHER PART”**;

The Vendor and the Purchaser, where so the context permits, are hereinafter collectively referred to as “**the Parties**” and individually as “**the Party**”;

WHEREAS:

- A. The Vendor is lawfully vested with and is the lawful owner and is seized and possessed of, or otherwise, well and sufficiently entitled to all those pieces and parcels of part Non-Agricultural land admeasuring about 7166 sq. Mtrs. out of the total land bearing Final Plot No. 67/2/1 of Town Planning Scheme No. 1 (Shela) allotted in lieu of Survey No. 335/2/A/1 respectively admeasuring about 11943 sq. mtrs. situated within the limits of the Village: Shela, Taluka: Sanand, in the Registration District Ahmedabad and Sub District: Ahmedabad (Sanand) (hereinafter referred to as the “**Project Land**” and more particularly evinced and described in the FIRST Schedule herein;
- B. Formerly, an Order of District Collector, bearing Order No. 4485/07/04/024/2022 dated 30/07/2022 was passed wherein Non-Agricultural Use Permission had been granted for the Project Land for Residential cum Commercial purpose;
- C. Subsequently, the Project Land (formerly Block/Survey No.- 335/2/A/1 was sold and conveyed in favour of the Promoter Kavisha AER LLP, vide a Sale Deed dated _____, registered at the Office of Sub-Registrar, Sanand under serial nos. _____. The said event was entered in the revenue records vide mutation entry no. _____;
- D. In pursuance of what is stated herein above, the Vendor became the lawful and absolute owner of the Project Land;
- E. Thereafter, the Promoter/ VENDOR had obtained a construction permission from Ahmedabad Municipal Corporation, which has granted permission for carrying out development as per the lay out and building plans, elevations, sections and details submitted to it by the Promoter for development on the Project Land for construction of a Residential cum Commercial Scheme, vide Commencement Letter (Rajachitthi) under No. PRM/66/7/2022/127 Issue dated 10/08/2022;
- F. Pursuant to the attainment of the requisite permissions and approvals from the concerned authorities, the Vendor has commenced the development and construction on the aforesaid portion of the Project Land by the name “**KAVISHA AER**” (“**said Scheme**”), and the Vendor has constructed and developed the said Scheme in accordance with the specifications as per the approved PLANS approved

by the concerned/ relevant local authority from time to time;

- G. The Purchaser/s, being desirous of purchasing a residential / commercial unit constructed and developed in the building known as **"KAVISHA AER"** (hereinafter referred to as the **"said Building"**), has approached the Vendor for the same for the acquisition of the **Unit No.** _____ admeasuring about _____ **sq. ft.** equivalent to _____ **sq. mtrs.** of **carpet area** and _____ **sq. ft.** equivalent to _____ **sq. mtrs.** of **exclusive area** situated on the _____ **floor** of the said Building (hereinafter referred to as the **"said Unit"**) **TOGETHER WITH** rights and proportionate interest in the common parts, portions, areas, facilities, and amenities constructed on the Project Land with analogous rights and interest therein along with stipulated undivided interest in the Project Land. The area of undivided land share _____sq. mtrs. is hereby transferred to the respective occupants/society.
- H. The Carpet Area of the said Unit is _____ square meters and Exclusive Areas of the said Unit is _____ square meters (**"Total Area"**). For the purposes of this Agreement (i) **"Carpet Area"** means the net usable floor area of an unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Unit (ii) **"Exclusive Areas"** means exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser; and ;
- I. The authenticated copies of the Plan of the said Unit agreed to be purchased by the Purchaser, as sanctioned and approved by [Ahmedabad Urban Development Authority i.e. AUDA], and designs, specifications provided in the said Unit and other documents as are specified under the Act and the Rules and Regulations and other applicable laws have been shown to the purchaser and he is satisfied with the same.
- J. The Purchaser/s has/have agreed to purchase the said Unit for a consideration of **Rs.** _____ **/- (Rupees _____ only)** (hereinafter referred to as the **"Sale Consideration"**) more particularly detailed and evinced in the **PAYMENT Schedule** along with charges for common areas and amenities as detailed hereinbelow;

DETAILS OF PAYMENTS MADE BY THE ALLOTTEE

No.	Cheq.No	Date	Bank	Amount
TOTAL CONSIDERATION				

- K. On or before the execution of the aforesaid Agreement to Sell, the Purchaser has inspected all the title documents and the permissions granted by the concerned local authorities, the layout plans, approved building plans, designs and specifications prepared by Vendor’s architect for the said Building. The Purchaser is satisfied that the Vendor is entitled to develop the said Building and has therefore agreed to purchase the said Unit;
- L. The Vendor has registered the said Scheme (to the extent applicable) under the provisions of the Real Estate (Regulation and Development) Act 2016 (“**Act**”) read with Gujarat Real Estate (Regulation and Development) (Matter Relating to the Real Estate Regulatory Authority) Rules, 2016, and the Agreement is in accordance with the Gujarat Real Estate (Regulation and Development) (General), Rules 2017 (“**Rules and Regulations**”) and as the Act and Rules is amended from time to time with the Real Estate Regulatory Authority at _____ under no. _____.
- M. The Vendor has now completed the construction of the said Building and has obtained the Building Use Permission bearing Ref. No. _____ dated _____ with respect to the Said Building. Further the Vendor has intimated the Purchaser that the construction of the said Unit is complete and the same is ready for use and occupation calling upon the Purchaser to satisfy himself/herself/itself with regard to the construction of the said Unit and the fixtures, fittings and other amenities provided in the said Unit. Also by the aforesaid intimation the Vendor has called upon the Purchaser to sign and execute the sale deed in the form of these presents and take over the possession of the said Unit;
- N. The Purchaser has prior to the execution of this Deed has satisfied himself/ herself/ itself/ themselves as to the following :-
- (a) The carpet area of the said Unit.
- (b) Construction of the said Building and the said Unit.

- (c) The fittings and fixtures installed.
- (d) Completion and finishing of the said Unit.
- (e) The supply of water and electricity.
- (f) The common facilities and amenities of the said Building.

- O. The Vendor has sole and exclusive right to sell the said Unit in the said Building constructed by the Vendor and to enter into Agreement/s with the Purchaser of the said Unit and to receive the Sale Consideration in respect thereof;
- P. On demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Vendor's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- Q. The authenticated copy of Certificate of Title issued by attorney at law or advocate of the Vendor, authenticated copies of Property card or extract of Village Forms 7/12, 8A and Form No. 6 or any other relevant revenue/ city survey/ municipal / Ahmedabad urban development authority records showing the nature of the title of the Vendor to the Project Land on which the said Unit is constructed have/ has been also been inspected by the Purchaser and the Purchaser is satisfied in respect thereof; and
- R. The Purchaser is aware that the Finance Act, 2013 has inserted section 194IA in the Income Tax Act, 1961, whereby any credit given or any payment made on or after 1st June, 2013, for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source (TDS) at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000 (Rupees Fifty Lakh Only). The Purchaser is further aware that the Purchaser has to deduct TDS at the time of actual payment or credit of such sum to the account of the Vendor, whichever is earlier. Such TDS has to be deducted on the Invoice Value including the amount of taxes, if any. Accordingly, prior to the execution of this Deed, the Purchaser has paid the Sale Consideration (along with the taxes in respect thereof) of the said Unit;
- S. The Purchaser has agreed to acquire and purchase the said Unit with full notice of the terms, provisions, covenants and conditions hereinabove recited and subject to

terms and conditions hereinafter contained; and

- T. Accordingly, the Parties are desirous of recording the terms and conditions on which the Vendor shall sell and convey the said Unit to the Purchaser and have therefore entered into this Deed on the terms and conditions set out herein:

NOW THIS DEED WITNESSETH and it is hereby agreed by and between the Parties as under:

The Recitals hereinabove form an integral part of this Deed.

1. Construction

- (i) The Vendor has constructed the Building(s)/Wing(s) no. 1 consisting of 2 basement and 1 ground/stilt/podium and 14 upper floors each comprised in the Project Land in accordance with the plans, designs and specifications as approved by AUDA from time to time. Provided that the Vendor shall obtain prior consent in writing of the Purchaser in respect of any major alteration or addition or variations or modifications which may adversely affect the said Unit of the Purchaser as well as the layout of the said Scheme except any alteration or addition required by any Government authorities or due to change in law. However, the vendor is not required to take consent of the purchaser in case of minor change or modification in the unit of the purchaser.
- (ii) It is further understood and agreed by and between the Parties that any further areas that may be developed and/or facilities and amenities that may be provided, over and above and/or in addition to the common areas and facilities, may be accessible by the Purchaser only on payment of extra charges as may be decided from time to time by the Vendor/ Society/ limited company/ association formed by the unit owners. It is further agreed that the Purchaser shall not be entitled to any right in such further areas developed and/or facilities and amenities provided by the Vendor and the same shall be a property of Vendor.
- (iii) That the Purchaser confirms that with the execution of this Sale Deed, all the obligations of the Vendor under the aforementioned Agreement for Sell have

been fulfilled in full and stand discharged.

- (iv) The Vendor may provide additional common facilities such as roads, gates, drainage, ingress, and egress, sewerage, underground, reservoir, pumps, and other amenities which shall all be part of a common integrated development in the said Scheme and the Purchaser shall not raise any kind of dispute/objection with regard to the same.

2. Sale Area

- (i) In pursuance of payment of the Sale Consideration of Rs. _____/- **(Rupees _____ Only)** by the Purchaser to the Vendor (the payment and receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof, do hereby forever acquit, release and discharge the Purchaser), the Vendor hereby grants, transfers and conveys UNTO the Purchaser, BY WAY OF ABSOLUTE SALE, free from all encumbrances, charges and claims of whatsoever nature, the Unit bearing No. _____ of the type _____ of carpet area admeasuring _____ sq. meters along with exclusive area of the said Unit _____ sq. meters ("**Total Area**") on the _____ floor in the said Building i.e. _____ along with proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout) in the said Building, and TO HOLD and TO ENJOY the same and every part thereof unto and to the use of the Purchaser absolutely and forever.
- (ii) The Parties hereby declare that hereafter the Purchaser shall be the absolute, lawful and true owner of the said Unit and shall hold and enjoy the said Unit absolutely and exclusively and enjoy and use the common areas of the said Building namely passage, foyer, common terrace only as the terrace has been provided to the penthouse holder(s), stairs, lifts etc. in common along with all other purchasers/ co-owners similarly entitled to the stipulated undivided interest in the Project Land beneath the superstructure of the said Building.
- (iii) The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the said Unit to be provided by the Vendor in the said Building and the said Unit are fitted as per standard specification

selection at the discretion of the vendor. The Purchaser is satisfied about the specifications, fixtures and fittings agreed to be provided by the Vendor and undertakes that the Purchaser shall not raise any objection in respect thereof hereafter.

- (iv) The Carpet Area of the said Unit is _____ square meters and the Exclusive Areas of the said Unit is _____ square meters aggregating to Total Area of _____ square meters. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital I above.

3. Sale Consideration

- (i) Towards the purchase of the absolute rights, title and interest in the said Unit, the Purchaser has paid the Vendor the **Sale Consideration** i.e. a sum of Rs. _____/-(Rupees _____ Only) as more specifically set out in **Payment Schedule** hereinabove mentioned in clause -J.
- (ii) The deduction made by the Purchaser/s on account of TDS of an amount equivalent to 1% of the Sale Consideration as required under prevailing law while making payment to/ crediting the account of the Vendor under this Deed shall be paid by the Purchaser to the Income Tax Authorities on or before the 7th of the next English Calendar month.
- (iii) The Purchaser has on or before the execution and registration of this Deed deposited with the Vendor the following amounts above the Sale Consideration under this Deed with regard to amount towards advance maintenance, maintenance etc. as provided in **ANNEXURE-A** ("Other Charges"). Further, all amounts pertaining to maintenance and maintenance deposit shall be in favour of the service society, as and when the same is formed. The amounts mentioned in the Annexure "A" hereto are indicative. The Purchaser hereby also agrees to pay any additional and/ or incremental charges mentioned in Annexure "A" at actuals over and above the Sale Consideration agreed upon by account payee cheques and/ or demand drafts and/ or pay orders (including remittances from abroad) in favour of "**KAVISHA AER LLP**" payable at **Ahmedabad**.

(iv) Severability :

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

- (i) **Foreign Exchange Management Act:** The Purchaser clearly and unequivocally confirms that in case remittances related to the Sale Consideration and/or all other amounts payable under this Deed for the said Unit are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Purchaser to comply with the provisions of the Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Vendor with such permission/ approvals/ no objections to enable the Vendor to fulfill its obligations under this Deed. Any implications arising out of any default by the Purchaser shall be the sole responsibility of the Purchaser. The Vendor accepts no responsibility in this regard and the Purchaser shall keep the Vendor fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.

4. Completion of Sale & Possession

Simultaneous with the execution of this Deed, the Vendor has handed over the vacant possession of the said Unit to the Purchaser and the Purchaser hereby admits and acknowledges the same and has handed over to the Vendor the possession receipt in respect thereof.

5. **Formation of Organisation of the Purchasers**

- (i) The Vendor shall form appropriate Co-operative Society/ Limited Company/ Body or Association of Purchasers (hereinabove and hereinafter referred to as the “**Organization of Purchasers**”) which shall formulate the Rules, Regulations and Bye-laws of such Organization of Purchasers of the purchasers of units developed on the said Building and the Purchaser shall be admitted to the membership of such Organization of Purchasers. The Purchaser along with the other purchasers of the units in the said Building shall join in forming the Organization of Purchasers for the purpose of maintenance, management and administration of the said Building, to be known and called by such name as the Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or association or limited company and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Vendor within 7 (seven) days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No Objection shall be taken by the Purchaser if any, changes or modification are made in the draft bye-laws, or the memorandum and/or articles of association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent Authority. The Purchaser shall on demand pay to the Vendor expenses towards meeting all legal cost, charges and expenses, including professional costs of Advocates/ Solicitors of the Vendor in connection with formation of the society/ limited company/ association and for preparing its rules, regulations, bye-laws, providing facilities for meetings of the society/ association etc. and the cost of preparing and engrossing the conveyance (as depicted hereinbelow).
- (ii) After the execution and registration of this Deed, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the said Unit) of outgoings in respect of the land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors,

chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and the said Building/ said Scheme.

- (iii) Until the society/ limited company/ association is formed, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Vendor as decided towards the maintenance charges. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor until the same transferred to the society or the association of the limited company as aforesaid.
- (iv) In the event of the Organization of Purchasers being formed and in the event of Purchaser being admitted as a member of the Organization of Purchasers before the sale of all the premises in the said Building or buildings the powers and authorities of the Organization of Purchasers of the premises in the said Building/s shall be subject to the overall control of the Vendor in respect of any of the matter concerning the said Building. The Vendor shall have absolute authority and control as regards the disposal of the unsold premises or the premises of which the agreement is cancelled at any stage for any reason whatsoever, and all the Purchasers of such premises shall be admitted as member of the Organization of Purchasers with the same rights, same benefits and subject to same obligation as the Purchaser and the other members of the Organization of Purchasers may be entitled/ liable to any reservation of condition whatsoever and the Purchaser hereby agrees to give consent to admit such Purchaser as the members of the Organization of Purchasers without raising any objection whatsoever and without demanding any additional amounts except share money. Further, Vendor may become a member of the association/ society/ limited company to the extent of the unsold/ unallotted unit/covered car parking space in the said Building.
- (v) At the time of execution of the present deed if the member's society/ association is not formed or has not come into existence for any reasons whatsoever the vendor shall be paying all outgoing expenses towards maintenance and the administration of the project land and buildings

along-with all the amenities. The purchaser shall not have any objection thereto and shall pay his proportionate share to the vendor. The vendor at the time of handing over the management to the member's society/ association shall deduct the expenses incurred by him in actual and thereafter if any balance amount remains the give the residue to the member's society/ association at the time of handing over the management and administration.

- (vi) At the time of registration of conveyance or lease of the structure of the Unit of the said Building, the Purchaser shall pay to the Vendor, the Purchaser's share of stamp duty and registration charges payable, by the association/ society/ limited company on such conveyance or lease or any documents or instruments of transfer in respect of the structure of the said Unit of the said Building. At the time of registration of conveyance or lease of the Project Land, the Purchaser shall pay to the Vendor, the Purchaser's share of stamp duty and registration charges payable, by the association/ society/ limited company on such conveyance or lease or any document or instruments of transfer in respect of the structure of the Project Land to be executed in favor of the association/ society/ limited company.

6. Obligations, Covenants, Representations & Warranties

- (a) The Purchaser covenants that he/she/it/they shall:
 - (i) not claim any right, title or interest of any nature whatsoever in the said Scheme except to the extent as set down in clause 2(i) above;
 - (ii) use the said Unit or any part thereof or permit the same to be used only for residential / commercial purpose and shall not use it for any other purpose(s) whatsoever. The Purchaser shall use the parking space only for purpose of keeping or parking his/ her/ their/ its vehicle;
 - (iii) use the common amenities or parking of the residential unit holders if he is a residential unit holder and shall in no case use the amenities and parking of the commercial unit holder. Likewise if the purchaser is commercial unit holder then he shall not use the common areas, open areas, amenities and parking space of the residential unit holders.
 - (iv) reciprocate and recognize rights of other owners/ occupiers of the said Building in the common areas of the said Building;

- (v) shall not protest, object to or obstruct the execution of the construction work nor the Purchaser shall be entitled to claim any compensation and/or damages and/ or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/ her/ it/ them or any other person/s, for any inconvenience, hardship, disturbance or nuisance caused to the Purchaser during the construction of the said Building by the Vendor;
- (vi) not to interfere with the rights of the Vendor to construct at such locations, as it may from time to time decide, any additional buildings/structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks structures for watchman cabin toilet units for domestic servants/watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or Layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the Buildings and other structures which are to be developed and constructed by the Vendor, and raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise;
- (vii) not to raise any requisition for further documents or objection to the title and/or the rights of the Vendor in relation to the Project Land on any ground whatsoever;
- (viii) pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the said Unit;
- (ix) to maintain the said Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the said Building in which the said Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Unit is situated and the said Unit

itself or any part thereof without the consent of the local authorities;

- (x) agrees and undertakes to maintain and not to do anything which has the effect of affecting the structural stability of the said Building and also not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the said Building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The Purchaser shall not do or 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 damage to any flooring or ceiling of the said Unit or adjacent to the said Unit. The Purchaser shall not make in the said Unit any structural additions and/or alterations to the beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. If the Purchaser demolishes, punctures, and/or in any other way alters the existing walls and/ or add or in any way put up a new concrete or masonry structure/ partition in the said Unit, since the building structure is not designed to take such load the stability of the said Building will be endangered. The Purchaser further indemnifies the Vendor that in the event of happening of any of the events as mentioned above, the Purchaser would be solely responsible for the same;
- (xi) To carry out at his own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the said Building in which the said Unit is situated which may be contrary to the rules and regulations and bye-laws of the society/ 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;
- (xii) Not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Unit is situated and shall keep the portion sewers, drains and pipes in the said Unit and the appurtenances thereto

in a 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 Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, piers or other structural members in the said Unit without the prior written permission of the Vendor and/or the Society/ Association or the Limited Company;

- (xiii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the said Building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (xiv) The common area, facilities and amenities, lobbies, entrances and stairways of the said Building shall not be obstructed or used for any purpose other than ingress to and egress from the said Unit;
- (xv) Pay to the Vendor within fifteen days of demand by the Vendor, his/ her/ it/ them share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the said Unit is situated;
- (xvi) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit by the Purchaser for any purposes other than for purpose for which it is sold;
- (xvii) The Purchaser shall observe and perform all the rules and regulations which the society or the limited company or association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the society/ limited company/ association regarding the occupancy and use of the said Unit in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Deed;
- (xviii) The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and other at all reasonable times, to enter into

and upon the Project Land and said Building or any part thereof to view and examine the state and condition thereof;

- (xix) The Purchaser undertakes that the Purchaser has/ have taken the decision to purchase the said Unit out of his/ her/ their own free will;
- (xx) The Purchaser agrees and undertakes that the Vendor shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Unit and/ or Car Park(s) by concerned authorities due to non-payment by the Purchaser or any other unit Purchaser of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments;
- (xxi) not to do anything which causes damage or is likely to jeopardise the safety of the said Unit and the said Building which shall reduce the value thereof or impairs the easement or add any material structure or excavate any additional basement or cellar of the building in which the said Unit is constructed or the said Unit itself or any part/s thereof or damage any other structure of the building in which the said Unit is situated and any damage caused to the said Building or to the said Unit on account of negligence or default of the Purchaser, the Purchaser shall be liable for the consequences thereof.
- (xxii) bear and pay all present and future applicable taxes/levies/cesses and/or any increase thereto including GST, VAT, local taxes, water charges, insurance, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, as and when demanded by the Vendor including but not restricted to tax on sale of premises by the Vendor or on account of change of user of the said Unit by the Purchaser;
- (xxiii) be responsible for getting his/her/its/their name mutated in the records of the appropriate authority with respect to the said Unit and shall not hold the Vendor liable/responsible to mutate his name with respect to the said Unit;
- (xxiv) not install any outdoor unit for air-conditioning which may disturb the design and elevation of the building.
- (xxv) shall not put or allow to be put any Board, Name Plate, Sign Board and/or any other kind of display of any nature, on the common wall, main entry gate and/ or on the exterior side of the development to be planned and/

or in the open space to the Project Land or any part of the building except whatever is provided by Vendor, without the written consent of Vendor. The size, color and place of the Board/signage (if any) shall be decided by the Vendor;

- (xxvi) the promoter shall not have any claim over F.S.I., additional F.S.I, common area and common terrace rights after building use permission has been obtained, such rights if any will be enclosed by society of buyers, except the terrace sold or given rights to use to allottee.
- (xxvii) the Purchaser is not entitled to claim any right to use and enjoy the terrace provided with the pent house, and pent house terrace will be solely for the use, occupation and enjoyment of the owner of the pent house;
- (xxviii) use the common DTH disc and telecommunication's service provider as provided on the common terrace and shall not put up any personal disc and draw cables out of it in the common areas; and

(b) The Vendor doth hereby represents, warrants, covenants and undertakes as under:

- (i) The Vendor is the absolute owner and is in the lawful possession of the Project Land and has a clear and marketable title with respect to the Project Land; as declared in the title report and has the requisite rights to carry out development upon the Project Land for the construction and development of the said Scheme;
- (ii) The Vendor has good right, full power and absolute authority to enter into this Deed for the sale of the said Unit to the Purchaser and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (iii) The Vendor has constructed the said Building and said Building in accordance with the layout, plans, designs, specifications approved by the concerned local authority and which have been provided to the Purchaser;
- (iv) The Vendor has lawful rights and requisite approvals from the competent authorities to carry out and complete development of the said Scheme;
- (v) There are no encumbrances upon the Project Land except those disclosed in the title report, if any.
- (vi) There are no litigations pending before any Court of law or any other

forum with respect to the Project Land or said Scheme except those disclosed in the title report, if any;

- (vii) All approvals, licenses and permits issued by the competent authorities with respect to the said Scheme, Project Land and said Building/wing are valid and subsisting and have been obtained by following due process of law;
- (viii) The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Project Land, including the said Scheme and the said Unit which will, in any manner, affect the rights of Purchaser under this Deed;
- (ix) At the time of execution of the conveyance deed of the structure to the association of Purchasers, the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Organization of the Purchasers;
- (x) The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Building to the competent authorities till the time of execution of the present deed;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Vendor in respect of the Project Land and/or the said Scheme except those disclosed in the title report, if any;
- (xii) The amounts paid by the Purchaser to the Vendor as contribution towards the outgoings shall remain with the Vendor, till the Organization of the Purchasers is formed. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Vendor to the Organization of Purchasers to be formed by the Purchasers of the units in the said Building; and
- (xiii) The Vendor hereby confirms that prior to the implementation of the Act, the Vendor has adhered to all the applicable local laws and relevant other laws towards the said Scheme.

7. General Representation and Warranties

Each Party represents and warrants to the other that:

- (i) it has power to execute, deliver and perform its obligations under this Deed and all necessary corporate, shareholder and/or any other required sanction has been taken to authorize such execution, delivery and performance;
- (ii) this Deed constitutes valid and binding obligation, enforceable in accordance with its terms; and
- (iii) the execution, delivery and performance of its obligations under this Deed does not and will not:
 - (a) contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - (b) conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

8. House Rules

- (i) The lobbies, entrances and stairways of the said Building shall not be obstructed or used for any purpose other than ingress to and egress from the said Unit.
- (ii) No Purchaser shall make or permit any disturbing noises in the said Unit or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other purchaser. No Purchaser shall use any loud speaker in the unit if the same shall disturb or annoy other occupants of the said Building.
- (iii) Each Purchaser shall keep his unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances, and further, and shall not indulge into spitting of pan/ ghutka any portion/ area of the said Building.
- (iv) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, common terrace only as the terrace has been provided to

the penthouse holder or balconies or place upon the window grills of the said Building. No fences or partitions shall be placed or affixed to any common terrace only as the terrace has been provided to the penthouse holder without the prior approval of the Vendor/ Organization of Purchasers;

- (v) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the said Building except such, as shall have been approved by the Vendor/ Organization of Purchasers, nor shall anything be projected out of any window of the said Building without similar approval;
- (vi) Water-closets and other water apparatus in the said Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the purchaser in whose unit it shall have been caused;
- (vii) No bird or animal shall be kept or harbored in the common areas of the said Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said Building unless accompanied. Further, the waste/ excreta of the pets shall be cleaned by their respective owners/ purchasers at all times in the said Building as well as in the common areas;
- (viii) No television disc shall be attached to or hung from the exterior of the said Unit;
- (ix) Garbage and refuse from the said Unit shall be deposited in the garbage chute provided near the service lift only in the said Building and at such time and in such manner as the Vendor/ Organization of Purchasers may direct. All the kitchen waste shall be dumped by the Purchaser/s i.e. the unit owners to be dumped in the chute in the garbage bag of proper and permissible micron only;
- (x) No vehicle belonging to a Purchaser or to a member of the family or guest, tenant or employee of the Purchaser shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of said Building by another vehicle;
- (xi) The Purchaser/s shall regulate the actions of their domestic help in consonance with the house rules mentioned herein and shall be

- responsible for their actions; and
- (xii) These house rules may be added to, amended or repealed at any time by the Vendor/ Organization of Purchasers.

9. Possession of the Said Unit

The Purchaser before execution of this Deed has verified and satisfied himself/ herself/ itself/ themselves as to the completion of all the work in the said Unit and its fitness for occupation and the Purchaser has no claims against the Vendor in respect of the said Unit including the following:

- (a) Correctness of the area of the said Unit.
- (b) Specifications and amenities provided in the said Unit.
- (c) Quality of construction of the said Unit and the said Building.
- (d) Electrification, Plumbing etc., in the said Unit and in the said Building.
- (e) Facilities and services provided in the said Unit and in the said Scheme.

10. Dispute Resolution

- (a) In case the Parties are unable to settle their disputes amicably within 30 (thirty) days of intimation of dispute by either Party, the Parties shall at the first instance, if permitted under applicable laws, have the option to settle through arbitration in accordance to the procedure laid down under the applicable laws. The costs towards the same shall be shared equally by the Parties. The award/ verdict/ order etc. passed therein shall be final and binding on the Parties to the reference.
- (b) This Deed shall be governed by the laws of India and subject to the provisions of Clause 10(a) above the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.
- (c) In case any dispute is not settled between the parties amicably, it shall be referred to the real estate regulatory authority as per the provisions of Real Estate (Regulation and Development) Act, 2016 and the rules and regulations thereunder.

11. Miscellaneous

- (a) The Purchaser shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, common terrace only as the terrace has been provided to the penthouse holder, recreation spaces, etc. will remain the property of the Vendor, until the rights title and interest in such properties is transferred to the Organization of Purchasers as hereinbefore mentioned.
- (b) The Purchaser hereby confirms that some units are penthouses and the terraces along with these penthouses are/ will be in the sole ownership of the respective owners of these penthouses, and the Purchaser affirms that it/ he/ she/ they have/ has no objection towards the sole/ personal use, occupation and enjoyment of the terraces of the penthouses by their respective owners. The Purchaser additionally confirms that it/ he/ she/ they shall have rights only to use the common terrace located above the 14th floor of the said Building;
- (c) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Scheme shall equally be applicable to and enforceable against any subsequent Purchasers/occupiers of the said Unit, in case of a transfer, as the said obligations go along with said Unit for all intents and purposes.
- (d) If the Purchaser brings to the notice of the Vendor any structural defect in the said Unit/ said Building within a period stipulated under the applicable laws from the date of handing over of the said Unit to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the said Unit or the said Building in which the said Unit is situated or any defect on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Vendor at its own cost for the period of five years only and in case it is not possible to rectify such defects, then Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act and the Rules and Regulations therein. The defect if any brought to the notice of the vendor by the purchaser shall be referred to the architect of the vendor and the report of the architect of the vendor on the said defect

shall be final and purchaser shall not be entitled to challenge the same before any other forum. Provided that the Vendor 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 Vendor or beyond the control of the Vendor. After the execution and registration of this Deed, any damage due to wear and tear of whatsoever nature is caused to thereto, the Vendor shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser and the Purchaser alone shall be liable to rectify and reinstate the same at his/ her/ its/ their own costs.

- (e) All notices to be served on the Purchaser, and the Vendor as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser (in case of joint-purchasers, the notice shall be served to the First Purchaser and upon serving the notice to the First Purchaser, it will be deemed to be served to all the applicants) or the Vendor by Registered Post AD / Under Certificate of posting at the address specified below:

Purchaser

Viz. _____

Vendor

Viz. **KAVISHA AER LLP**
Kavisha Corporate Campus, S.P Ring Road,
Ambali, Ahmedabad-380058.

- (f) In the event where there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser.
- (g) If any provision of this Deed is or becomes invalid, illegal or unenforceable

under the laws of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed which shall not in any way be affected or impaired. The Parties shall then use all reasonable endeavors to replace the invalid or unenforceable provisions with a valid and enforceable and mutually satisfactory substitute provision, achieving as nearly as possible the intended commercial effect of the invalid, illegal or unenforceable provision.

- (h) This Deed contains the entire agreement between the Parties in respect of the subject matter of this Deed. In case of any contradiction between the provisions of any earlier agreement/ deed including the Agreement to Sell and any other agreement executed between the Purchaser and the Vendor or its nominees, the provisions of this Deed shall supersede and prevail. The Purchaser hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained/given in any advertisement or brochure by the Vendor and/or its agents to the Purchaser other than such terms, conditions and provisions as are contained or incorporated in this Deed shall be deemed to form part of this Deed or to have induced the Purchaser to enter into this Deed.
- (i) No failure or delay by the Vendor in exercising any right or remedy provided by law under or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- (j) The Project Land is located in area of Shela (Sanand) and is not declared as a disturbed area under the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from Premises in Disturbed Area Act, 1991 and therefore, no prior permission of the Collector for the transfer of the said Unit is required to be obtained for this Deed.
- (k) The Purchaser shall present this Deed in original (duly stamped) at the proper registration office for registration within the time limit prescribed

by the Registration Act, 1908 and the Vendor, or their constituted attorneys respectively will attend such office and admit execution thereof by them respectively. The Purchaser shall intimate separately the Vendor in writing as soon as the Deed is presented for registration giving the Vendor sufficient time to admit execution on their respective behalf. The Vendor shall not be liable or responsible if the Purchaser fails to present this Deed for registration and the Purchaser alone shall be liable for the consequences arising from such default on the part of the Purchaser and shall keep the Vendor indemnified against breach of this condition by the Purchaser. It is expressly agreed by the Purchaser that whether this Deed is registered or not the terms, conditions, provisions and covenants herein contained shall be binding on the Purchaser and the rights duties and obligations of the Purchaser hereto shall be as provided in this Deed.

- (I) The original deed of sale shall be handed over by the Vendor to the Purchaser or to any person as directed by the Purchaser. The cost of registration, stamp duty, Legal/Advocate Charges (and all penalties, fines, levies and impositions thereon whatsoever), statutory levies such as service tax, corpus fund which shall be borne by the Purchaser in addition to the Sale Consideration which are of and incidental to this Deed shall be borne and paid by the Purchaser alone. It is agreed that the Purchaser shall have this Deed stamped as required by law at his/her/its/ their own costs before execution by the Parties.

Photograph of the said Unit

Unit No. _____, Kavisha AER, Shela, Sanand.

Vendor

Purchaser/s

_____	1. _____
_____	(_____)
Through its Authorised Signatory	2. _____
_____	(_____)

Photograph of the said Unit

Unit No. _____, Kavisha AER, Shela, Sanand.

Vendor

Purchaser/s

_____	1. _____
_____	(_____)
Through its Authorised Signatory	2. _____
_____	(_____)

FIRST SCHEDULE

(Description of the Project Land)

All those pieces and parcels of part Non-Agricultural land admeasuring about 7166 sq. Mtrs. out of the total land bearing Final Plot No. 67/2/1 of Town Planning Scheme No. 1 (Shela) allotted in lieu of Survey No. 335/2/A/1 respectively admeasuring about 11943 sq. mtrs. situated within the limits of the Village: Shela, Taluka: Sanand, in the Registration District Ahmedabad and Sub District: Ahmedabad (Sanand).

SECOND SCHEDULE

(Description of said Unit)

Residential flat / shop bearing No. _____ of the type _____ of carpet area admeasuring sq. meters along with exclusive area admeasuring about sq. meters (“Total Area”) on the floor of the building known as “KAVISHA AER” constructed on a portion of the Project Land and proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. along with stipulated undivided interest in the land beneath the super structure of said Building, and bounded as follows:

East :

West :

North :

South :

IN WITNESS WHEREOF the Parties hereto have executed this Deed the day and year first hereinabove mentioned.

SIGNED AND DELIVERED

By the within named **Vendor**

KAVISHA AER LLP

Partnership firm through its authorized Partner

Mr. RAMESHBHAI K. PATEL

WITNESSES:

- 1. _____
- 2. _____

SCHEDULE AS PER SEC:-32 (A) OF THE REGISTRATION ACT, 1908

	PHOTO	THUMBMARK
VENDOR		

KAVISHA AER LLP
Partnership firm through its authorized Partner
Mr. RAMESHBHAI K. PATEL

PURCHASER

1. _____
(_____)

2. _____
(_____)

ANNEXURE “A”
(Payment of *other charges* by *Purchaser*)

Payment of charges towards common areas and amenities

Details	Amount (in Rs.)	To be Paid to
<u>Other Charges:</u>		
Maintenance Advance	` _____/- per flat / shop	

- In the case of levy of any development charges/Service Tax/VAT/, SwachhBharatCess, KrishiKalyanCess, GST and other levies, taxes & duties in future by the Statutory Authorities, the same shall be borne by the Purchaser.
- The Maintenance Advance of Rs. _____/- (equivalent to Rs. ____/- (Rupees _____ Only) per sq. ft. on super built-up carpet area) towards maintenance of the Building.

The above prices/payment plans are subject to revision/withdrawal at any time without notice at the sole discretion of the Vendor.