

DEED OF SALE

THIS DEED OF SALE (“Deed”) is entered into at Ahmedabad on this _____ day of _____, Two Thousand _____:

BY AND BETWEEN

Anaya Developers

Pan : ABBFA 2530 M

A partnership firm having its Registered Office at – 301, Binali Complex, Naranpura, Ahmedabad-380 013., represented through its Administrative Partner – Ankur Bipinbhai Desai, Aged about 41 years, Religion Hindu, Occupation Business, Residing at – 14/80 Azad Apartment Part-1, Azad Society, Ambawadi, Ahmedabad-380015.

Hereinafter referred to as the “**Vendor**” (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successor(s) and assign(s)) of the **FIRST PART**;

AND

1. (First Applicant) _____

PAN: _____, Aged Adult, residing at

2. (Second Applicant) _____

PAN: _____, Aged Adult, residing at

Hereinafter together referred to as the **“Purchaser”** (which expression shall, wherever the context so requires or admits, 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 partners and in the case of a company or a body corporate its successor(s) and assign(s)) of the **OTHER PART**.

The Vendor and the Purchaser, where so the context permits, are hereinafter collectively referred to as **‘Parties’** and individually as **‘Party’**.

WHEREAS

A. The Vendor is lawfully seized and possessed of all that piece and parcel of non-agricultural land bearing Final Plot No.105 (allotted in lieu of Block No.105, containing by admeasuring 2530 Sq. Mtrs.) containing by admeasuring 1518 Sq. Mtrs. or thereabouts re-allotted Final Plot No.5 with same measurements as per re-constitution of Draft T.P. Scheme No.2 (Bopal) (sanctioned by the Town Planning Officer, Town Planning Scheme Unit-10, Ahmedabad) of Mouje

Village **BOPAL**, Taluka Daskroi Registration District Ahmedabad and Sub District **Ahmedabad-9 (Bopal)** (hereinafter referred to as the **“Project Land”**) and more particularly described in the **First Schedule** herein;

- B.** Thereafter, an order of the Hon’ble District Collector, Ahmedabad has granted Non-Agricultural Use Permission for the said land bearing Final Plot No.105 of (allotted in lieu of Block No.105, containing by admeasuring 2530 Sq. Mtrs.) containing by admeasuring 1518 Sq. Mtrs. or thereabouts of Draft T.P. Scheme No.2 (Bopal) for Residential Purpose by their Order No.EST/N.A./T.N.A./Tatkal/S-65/SR-184/2013, dated 15/07/2013, and entry to that effect was entered in the revenue records by Entry No.9575 on dated 07/09/2013, which was certified by the competent authority on dated 11/11/2013.
- C.** And whereas the Town Planning Officer, Town Planning Scheme Unit-10, Ahmedabad has prepared temporary re-constitution proposal of Draft Town Planning Scheme No.2 (Bopal) by their Letter No.TPS/No.2(Bopal)/Case/5/ 513, dated 15/11/2014, and accordingly **Final Plot No.5**, admeasuring **1518 Sq. Mtrs.** has been re-allotted to the said land bearing Block No.105, containing by admeasuring 2530 Sq. Mtrs. of Mouje BOPAL.
- D.** And whereas the competent authority of Senior Town Planner, Ahmedabad Urban Development Authority has sanctioned for constructing and developing a residential and commercial complex **(Residential Affordable Housing)** building construction plans and also issued Development Permission for the said land by their Letter No.PRM/225/9/2014/65, dated 26/02/2016 – 01/03/2016.
- E.** Later, the Project Land was sold and conveyed by the previous owners i.e. Sarthak Developers through its Administrative Partner- Hemal Kiritbhai Parikh in favour of the Promoter i.e. Anaya Developers by a Conveyance Deed, duly registered in the Office of the Sub-Registrar of Ahmedabad-9 (Bopal) on dated 07/05/2016 under Serial No.3112, and entry to that effect was entered in the revenue records by Entry No.10710 on dated 10/05/2016, which was certified by the competent authority on dated 20/07/2016;

- F. Thereafter, an order of the Hon'ble Deputy Collector (N.A.), Ahmedabad has granted Revised Non-Agricultural Use Permission for the said land bearing Final Plot No.105 of (allotted in lieu of Block No.105, containing by admeasuring 2530 Sq. Mtrs.) containing by admeasuring 1518 Sq. Mtrs. or thereabouts of Draft T.P. Scheme No.2 (Bopal) Paiki 200 Sq. Mtrs. for Commercial Purpose by their Order No.N.A./U-1/Section-65-A/Bopal/Case No.312/2016, dated 27/09/2016, and entry to that effect was entered in the revenue records by Entry No.10955 on dated 27/09/2016, which was certified by the competent authority on dated 23/11/2016.
- G. In pursuance of what is stated herein above, the Vendor became the lawful and absolute owner of the Project Land;
- H. AUDA i.e. Ahmedabad Urban Development Authority has granted permission vide above order for carrying out development, lay out and building plans, elevations, sections and necessary details submitted to AUDA for the construction and development of a commercial and residential complex on the Project Land by the name of **"Sky-One"** (hereinafter referred to as the **"said Property"**). In furtherance of the same, the Promoter has commenced construction and development on the Project Land as per the terms, conditions, stipulations and restrictions laid down therein, and upon the culmination of the construction activities on the Project Land, the Promoter shall attain the requisite sanctions such as completion/occupancy certificates from the relevant authorities in consonance with the extant laws at that point of time;
- I. In the meanwhile, pursuant to receipt of the requisite permission from Ahmedabad Urban Development Authority, the Vendor has constructed and developed a commercial and a residential complex on the Project Land by the name of **"Sky-One"** (hereinafter referred to as the **"said Property"**);
- J. The Purchaser being desirous of purchasing a **commercial unit/residential flat** in the building known as **"Sky-One"** being constructed on the portion of the said Property (hereinafter referred to as the **"said Building"**), has executed an **Agreement For Sale** dated _____, duly registered with the Sub-Registrar of Assurances, Ahmedabad-9 (Bopal) under Registration No.____ with

the Vendor for acquisition of the Unit bearing No. _____ having carpet area admeasuring about _____ sq. meters alongwith exclusive area of the said Unit admeasuring about _____ sq. meters (“**Total Area**”) on _____ floor in the said Building i.e. “**Sky-One**” (hereinafter referred to as the “**said Unit**”) alongwith proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and _____ car parking space(s) in Basement/ covered car parking space(s) (“**Car park(s)**”) in the said Building (detailed in “**A**”) for a consideration of INR _____/- (Rupees _____ Only) (hereinafter referred to as the “**Sale Consideration**”). The said Unit is more particularly described in the **Second Schedule** hereunder written and highlighted in the map attached herewith as **Annexure “B”**. For the purpose of this Deed, certain common areas, facilities and amenities and more specifically earmarked on the map with green colour attached at Annexure “A”;

K. 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 Deed (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/s 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 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 ; and (iii) “**Car park**” : _____ stilt / _____ basement/ covered parking space(s) situated in the basement/ stilt (“**Car Park(s)**”);

L. 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 annexed and marked herewith as Annexure “A”.

- M.** On or before execution of the aforesaid Agreement for Sale as well this Deed, 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 as prepared by the architects i.e. **M/s. FLXBL Design Consultancy Private Limited** of the Vendor for the said Building. The Purchaser is satisfied that the Vendor is entitled to develop the said Property and construct the said Building therein and has therefore agreed to purchase the said Unit;
- N.** The Vendor has registered the said Property (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 Deed 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. _____. The authenticated copy of the same is attached herewith as **Annexure “C”**;
- O.** 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. Vide a notice dated _____ the Vendor 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/ themselves 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 Notice 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;
- P.** The Vendor has sole and exclusive right to sell the said Unit in the said Building constructed by the Vendor and to enter into this Deed

with the Purchaser of the said Unit and receive the Sale Consideration in respect thereof;

- Q.** The authenticated copy of Certificate/ Report 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 records showing the nature of the title of the Vendor to the Project Land on which the said Unit is constructed been also been inspected by the Purchaser and the Purchaser is satisfied in respect thereof (annexed hereto and marked as **Annexure “D”**); 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 applicable taxes in respect thereof) of the said Unit; and
- S.** Accordingly, the Parties are desirous of recording the terms and conditions on which the Vendor shall sell and convey the said Unit and the garage/covered parking (if applicable) 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 contained shall constitute an integral part of this Deed.

1. Construction:

- (a) The Vendor **shall construct** the Building(s) consisting of **1 (one) block and 1 (one) basement and 14 upper floors** comprised in the Project Land/said Property 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 Property except any alteration or addition required by any Government authorities or due to change in law.
- (b) 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 set out in the Annexure A, 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.
- (c) That the Purchaser confirms that with the execution of this Sale Deed, all the obligations of the Vendor under the aforementioned Agreement for Sale dated _____ have been fulfilled in full and stand discharged.
- (d) The Vendor may provide additional common facilities such as road, gates, drainage, ingress, and egress, sewerage, underground, reservoir, pumps, gym, and other amenities which shall all be part of a common integrated development in the said Property and the Purchaser shall not have any objection to it.

2. **Sale Area:**

- (a) In pursuance of payment of the Sale Consideration of INR _____/- (Rupees _____ Only) by the Purchaser to the Vendor (the payment and receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and

every part thereof, do hereby forever acquit, release and discharge the Purchaser), and the Vendor hereby grants, transfer and conveys UNTO the Purchaser, BY WAY OF ABSOLUTE SALE, free from all encumbrances, charges and claims of whatsoever nature, the said Unit i.e. unit bearing No. _____ having carpet area admeasuring about _____ sq. meters alongwith exclusive area of the said Unit admeasuring about _____ sq. meters (“Total Area”) on _____ floor in the Said Building i.e. **“Sky-One”** alongwith proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and **1 (one) car parking space in basement/covered car parking space(s)** (“Car park(s)”) in the said Building TO HOLD and TO ENJOY the same and every part thereof unto and to the use of the Purchaser absolutely and forever.

- (b) 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 Property like passage, foyer, stairs, lifts etc. in common along with all other purchasers/co-owners.
- (c) 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 as are set out in **Annexure “E”**, annexed hereto or its equivalent thereof. 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.
- (d) 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-H above.

3. Sale Consideration:

- (a) Towards 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 **INR _____/- (Rupees _____ Only)** as more specifically set out in **Third Schedule** hereunder written; and
- (b) The deduction made by the Purchaser 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.
- (c) 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, share money, legal charges, society admission fee, proportionate share of taxes, electricity charges, AMC charges, statutory dues etc. as provided in **Annexure “F” (“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 F hereto are indicative. The Purchaser hereby also agrees to pay any additional and/ or incremental charges mentioned in Annexure F 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 “_____” payable at Ahmedabad.
- (d) **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 the Organization of Purchasers:**

- (a) The Vendor shall form an appropriate 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 the units developed on the said Property and the Purchaser shall be admitted to the membership of such Organization of Purchasers. The Purchaser along with other purchasers of the units in the building shall join in forming and registering the society or association or a limited company for the purpose of maintenance, management and administration of the building, common areas, facilities and amenities to be known 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 a sum of INR _____/- (Rupees _____ Only) 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, etc. and the cost of preparing and engrossing the conveyance (as depicted hereinbelow).

- (b) 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, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building and said Property.
- (c) 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 provisional monthly contribution of INR _____/- (Rupees _____ Only) per month 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.
- (d) 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/ un-allotted unit/covered car parking space in the said Building.

- (e) At the time of registration of conveyance or lease of the structure of the said 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. House Rules:

- (a) 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.

- (b) No Purchaser shall make or permit any disturbing noises in the said Property 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 said Unit if the same shall disturb or annoy other occupants of the said Property.
- (c) 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, terraces or balconies or place upon the window grills of the said Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor/ Organisation of Purchasers.
- (d) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or outer side of the said Building except as has been approved by the Vendor/ Organisation of Purchasers.
- (e) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the said Property except such, as shall have been approved by the Vendor/ Organisation of Purchasers, nor shall anything be projected out of any window of the said Property without similar approval.
- (f) Water-closets and other water apparatus in the said Property 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.
- (g) No bird or animal shall be kept or harboured in the common areas of the said Property. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said Property unless accompanied.
- (h) No television aerial shall be attached to or hung from the exterior of the said Unit.
- (i) Garbage and refuse from the said Unit shall be deposited in such place only in the said Property and at such time and in such manner as the Maintenance Body/ Vendor/ Organisation of Purchasers may

direct.

- (j) No vehicle belonging to an 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 the said Property another vehicle.
- (k) These house rules may be added to, amended or repealed at any time by the Vendor/ Organisation of Purchasers.

7. **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 Property except to the extent as set down in clause 2(a) above;
 - ii) use the said Unit or any part thereof or permit the same to be used only for commercial or residential (as the case maybe) purpose and shall not use it for any other purpose(s) whatsoever. The Purchaser shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle;
 - iii) reciprocate and recognize rights of other owners/ occupiers of the said Property in the common areas of the said Property;
 - iv) 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 Property by the Vendor;
 - v) 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;

- vi) 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;
- vii) 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;
- viii) 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, if required;
- ix) 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;

- x) 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;
- xi) 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, Pardis 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;

- xii) 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;
- xiii) 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;
- xiv) 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;
- xv) 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;
- xvi) pay to the Vendor share money, society admission fee, proportionate share of taxes, cess, Electricity charges, AMC charges, statutory dues etc. on actual and the legal charges within seven days of demand thereof by the Vendor as mentioned in Annexure "F";
- 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 Property 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 Property 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) The Purchaser agrees that only the owners/ possessors of the units on the Ground Floor and First Floor of the said Property shall be entitled to display board and hoarding on their respective units in the said Property and the Purchaser shall not raise any objection with respect to the abovementioned right of the owners/ possessors of the units on the Ground Floor and First Floor of the said Property; and
- xxv) confirm/declare that he/she shall not claim any right, title or interest over the terrace of the said Property and confirms that the same shall solely remain with the Vendor.

(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 implementation scheme of City-Gate being developed as the said Property;
- 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 Property 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 Property;
 - v) There are no encumbrances upon the said Property 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 Property 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 Property, 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 Property 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 Property to the competent authorities;

- 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 said Property) has been received or served upon the Vendor in respect of the Project Land and/or the said Property 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 Property; 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 Property.

8. **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.

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

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 22(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.

11. Miscellaneous

- (a) The Purchaser shall have no claim save and except in respect of the said Unit in the manner set out in this Sale Deed.
- (b) 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 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. 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.

- (c) The Vendor hereby declares that the Floor Space Index (“FSI”) available as on date in respect of the Project Land is _____ square meters only and Vendor has planned to utilize FSI of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on exception of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Property. The Vendor has disclosed the FSI of _____ as proposed to be utilized by him on the Project Land in the said Property and Purchaser has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.
- (d) All notices to be served on the Purchaser and Vendor as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser and Vendor by Registered Post AD / Under Certificate of posting at the address specified below:

Purchaser

Viz. _____

Vendor

Viz. **ANAYA DEVELOPERS,**
301, Binali Complex, Opp. AEC,
Naranpura, Ahmedabad –380013.

- (e) 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 endeavours 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.
- (f) 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 and any other agreement executed between the Purchaser and Vendor or its nominees, the provisions of this Deed shall 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 their respective 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.
- (g) 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.

- (h) 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 its constituted attorneys respectively will attend such office and admit execution thereof by them respectively. The Purchaser shall intimate 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 stamp duty, registration charges, Legal/Advocate Charges (and all penalties, fines, levies and impositions thereon whatsoever) 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.
- (j) The Vendor has informed the Purchaser that construction finance for the Project **“Sky-One”** obtained by mortgaging the Project Land to **DCB Bank Ltd.** and as per terms thereof, said Bank has to provide No Objection Certificate for every transaction of Vendor in the Project of **“Sky-One”** project.

Photograph-01 of the said Unit for Identification

Postal Address of said Unit	Commercial Unit/Residential Flat No._____ admeasuring about _____sq. metres carpet area on _____ floor in “Sky-One” located at Nr. Neelkanth Orchid, Bopal, Ahmedabad.
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Vendor

Purchaser

ANAYA DEVELOPERS
through its Administrative Partner
Ankur Bipinbhai Desai

Photograph-02 of the said Unit for Identification

Postal Address of said Unit	Commercial Unit/Residential Flat No._____ admeasuring about _____sq. metres carpet area on _____ floor in “Sky-One” located at Nr. Neelkanth Orchid, Bopal, Ahmedabad.
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Vendor

Purchaser

ANAYA DEVELOPERS
through its Administrative Partner
Ankur Bipinbhai Desai

FIRST SCHEDULE

(Description of the Project Land)

All that piece and parcel of the non-agricultural land bearing Final Plot No.105 (allotted in lieu of Block No.105, containing by admeasuring 2530 Sq. Mtrs.) containing by admeasuring 1518 Sq. Mtrs. or thereabouts re-allotted Final Plot No.5 with same measurements as per re-constitution of Draft T.P. Scheme No.2 (Bopal) (sanctioned by the Town Planning Officer, Town Planning Scheme Unit-10, Ahmedabad) situated within the limits of Mouje Village **BOPAL**, Taluka Daskroi Registration District Ahmedabad and Sub District **Ahmedabad-9 (Bopal)**.

SECOND SCHEDULE

(Description of the said Unit)

All that piece and parcel of the commercial unit/ residential flat bearing No. _____ admeasuring about _____**sq. metres** of carpet area on the _____ **floor** alongwith and proportionate right in common areas of the said Building namely **“Sky-One”** passage, foyer, terrace, stairs, lifts etc. forming a part of the said Property alongwith **1 (one)** _____ car parking space(s) in Basement/ covered car parking space(s) and bounded as follows:

East : _____
West : _____
North : _____
South : _____

THIRD SCHEDULE

(Sale Consideration)

Sr. No.	Particulars of consideration	Amount (In Rupees /- Only)
(i)	Towards the Carpet Area of the Unit.	
(ii)	Towards the Exclusive Areas of the Unit.	
(iii)	Towards Covered Car Park(s), if applicable/	

(iv)	Towards proportionate consideration for Common Areas, Amenities and Facilities.	
Sale Consideration		INR _____/- (Rupees _____ Only)

IN WITNESS WHEREOF the Parties hereto have executed these presents the day and year first hereinabove mentioned.

SIGNED AND DELIVERED)
 By the within named **Vendor**)
ANAYA DEVELOPERS)
 Through its Administrative Partner i.e.) _____
Ankur Bipinbhai Desai)

SIGNED AND DELIVERED)
 By the within named **Purchaser**) (1) _____
 (1) _____)
 (2) _____) (2) _____

WITNESSES:

 1. _____

 2. _____

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

PHOTO THUMB MARK

VENDOR

ANAYA DEVELOPERS

Through its Administrative Partner

Ankur Bipinbhai Desai

PURCHASER

(1) _____

(2) _____

Annexure A

(Copy and description of Layout plans, design, specifications, common areas,
facilities and amenities)

Annexure B
(Copy of Map for the said Unit)

Annexure C

(Copy of Registration Certificate obtain from Real Estate Regulatory
Authority)

Annexure – D

(Copy of Title Report/ certificate/ revenue records)

Annexure – E

(Description of the fixtures, fittings and amenities to be provided in the said
Unit and the Building)

Annexure – F

(Payment of Other Charges by the Allottee)

Details	Amount (in Rs.)	To be Paid to
<u>Other Charges:</u>		
Maintenance Advance	` _____/- per flat/ unit	
Legal Charges	` _____/- per flat / unit	
Ahmedabad Municipal Corporation Charges	` _____/- per flat/ unit	
Society Formation Charges	` _____/- per flat/ unit	
Electricity Charges	` _____/- per flat/ unit	
Area Development Charges	` _____/- per flat/ unit	
Maintenance Deposit	` _____/- per flat/ unit	

- In the case of levy of any development charges/Service Tax/VAT, Swacchh Bharat Cess, Krishi Kalyan Cess, GST and other levies, taxes & duties in future by the Statutory Authorities, the same shall be borne by the Allottee.
- Electricity charges, Ahmedabad Municipal Corporation & Legal charges are tentative & in case of any revision from Government/respective authorities in future, the same would be recovered on actual basis.
- AMC charges will be levied on saleable area.
- The above prices/payment plans are subject to revision/withdrawal at any time without notice at the sole discretion of the Vendor .