

DEED OF SALE

THIS DEED OF SALE (“Deed”) is entered into at Ahmedabad on this _____ day of _____, 202__:

BY AND BETWEEN

ZION NEST PROJECTS LLP, PAN: AADFZ2201M; being a Limited Liability Partnership, incorporated under the provisions of Limited Liability Act, 2008 and having registered address at: Zion Skyfield, Beside Sun Optima, Near DPS Bopal, Shilaj, Ahmedabad – 350059, Gujarat, India, for the sake of brevities, hereinafter referred to as the **“Vendor”**, (which expression and manifestation shall, unless it be repugnant to or be inconsistent with the context or meaning thereof be, deemed to admit, mean and include its members(s), successor(s) and permitted assign(s)) of the **ONE PART**.

AND

1. (First Applicant) _____

PAN: _____, bearing Aadhar No.: _____, Aged
_____ years, residing at

2. (Second Applicant) _____

PAN: _____, bearing Aadhar No.: _____, Aged
_____ years, residing at

For the sake of brevities, hereinafter referred to as the **“Purchaser”** (which expression and manifestation shall, unless it be repugnant to or be inconsistent with the context or meaning thereof be, deemed to admit, mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heir(s), legal representative(s), executor(s), administrator(s), successor(s) and permitted assigns (ii) company, corporation, or limited liability partnership, its successor(s) and permitted assign(s), the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns (iv) Hindu undivided family, the Karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successor(s) and permitted assign(s)) of the **OTHER PART**.

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

I. Definitions:

1. **“Building”** shall mean and ascribe a residential unit in the building known as **“Zion Nest”** being constructed on the Project Land (defined in clause I (10) below).
2. **“Car park”** shall mean and ascribe [●] car parking space situated in the [●] of the Building as designated by the Purchaser.
3. **“Carpet Area”** shall mean and include the net usable floor area of the Unit (defined in clause I (15) below), excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Unit for exclusive use of the Purchaser or verandah area and exclusive open terrace

area and wash area appurtenant to the Unit for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Unit.

4. **“Common Areas and Facilities”** shall have the meaning ascribed to it in **Annexure “A”** annexed herewith.
5. **“Common Area Maintenance Charges”** shall have the meaning ascribed to it in **Annexure “A”** annexed herewith.
6. **“Deed”** shall mean and ascribe this Indenture of Sale and all Schedules and Annexures attached to it, all read together, and shall include any modification of this Deed of Sale from time to time in accordance with the terms of this Deed of Sale.
7. **“Designated Account”** shall mean and ascribe all the amounts payable towards the Sale Consideration (defined in clause I (14) below) to the Vendor by account payee cheques and/ or demand drafts and/ or pay orders (including remittances from abroad) in favor of “Zion Nest Projects LLP” payable at _____.
8. **“Exclusive Areas”** shall mean and include exclusive balcony appurtenant to the Unit (defined in clause I (15) below) for exclusive use of the Purchaser or verandah area, exclusive open terrace area and wash area appurtenant to the Unit for exclusive use of the Purchaser.
9. **“Organization of Purchasers”** shall have the meaning ascribed to it in clause 6.
10. **“Project”** shall mean and ascribe the construction and development of residential and commercial (mixed use) scheme by the name “Zion Nest” on the Project Land (defined in clause I (11) below).
11. **“Project Land”** shall mean and ascribe all that piece and parcel of land bearing Final Plot No. 70 admeasuring about 2914 sq. mtrs. forming part of Draft Town Planning Scheme No. 409/A (Khoraj – Tragad) allotted in lieu of land bearing Survey No. 345 admeasuring about 4856 sq. mtrs. situated within the limits of Village: Khoraj, Taluka and District: Gandhinagar and within the Sub – Registration District and Registration District of Gandhinagar, Gujarat or and it is more particularly described in the **First Schedule** hereunder.
12. **“Relevant Laws”** means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), by-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Deed.
13. **“Total Area”** shall mean and ascribe the collective area of Carpet Area and Exclusive Area.

14. **“Sale Consideration”** shall mean and ascribe the monetary consideration agreed by the Purchaser to purchase the Unit (defined in clause I (15) below) for INR _____ /- (Rupees _____ Only) and the same is detailed in **Third Schedule** hereunder.
15. **“Unit”** shall mean and ascribe residential Unit bearing No. ____ situated on the ____ floor of the Building and more particularly described in the **Second Schedule** hereunder.

II. WHEREAS:

- A.** The Vendor is an absolute owner and is lawfully vested with and is seized and possessed of or otherwise, well and sufficiently entitled to Project Land and it is more particularly described in the First Schedule hereunder.
- B.** Originally, the land bearing land bearing Final Plot No. 70 admeasuring about 2914 sq. mtrs. forming part of Draft Town Planning Scheme No. 409/A (Khoraj – Tragad) allotted in lieu of land bearing Survey No. 345 admeasuring about 4856 sq. mtrs. situated within the limits of Village: Khoraj, Taluka and District: Gandhinagar i.e. the Project Land was in the ownership of (1) Shankarbhai Bholabhai (2) Subhashbhai Bholabhai (3) Dashrathbhai Manibhai (4) Baldevbhai Manibhai (5) Parshottambhai Chaturbhai (6) Rasikbhai Parshottambhai (7) Mukeshbhai Parshottambhai (8) Jyotasanaben Parshottambhai (9) Sashikantbhai Parshottambhai (10) Suryaben – wife of Shankarbhai Bholabhai Patel (11) Pankajbhai Shankarbhai Patel (12) Gautambhai Shankarbhai Patel (13) Shobhnaben Subhashbhai (14) Suchita Subhashbhai and (15) Pritesh Subhashbhai .
- C.** Thereafter, vide an Order dated 27.3.2019 passed by the Collector, Gandhinagar bearing No. CB/ NA/ Gandhinagar/ Khoraj/ 345/ 998413/ 2019, under the aegis of Section 65 of the Gujarat Land Revenue Code 1879, land bearing Final Plot No. 70 admeasuring about 2914 sq. mtrs. forming part of Draft Town Planning Scheme No. 409/A (Khoraj – Tragad) allotted in lieu of land bearing Survey No. 345 admeasuring about 4856 sq. mtrs. was converted to non-agricultural land for multipurpose use other than agriculture subject to adherence of the conditions mentioned therein. The said event was entered in the revenue records on 20.5.2019 vide mutation entry no. 10688.
- D.** Subsequently, land bearing Final Plot No. 70 admeasuring about 2914 sq. mtrs. forming part of Draft Town Planning Scheme No. 409/A (Khoraj – Tragad) allotted in lieu of land bearing Survey No. 345 admeasuring about 4856 sq. mtrs. was sold and conveyed by (1) Shankarbhai Bholabhai (2) Subhashbhai Bholabhai (3) Dashrathbhai Manibhai (4) Baldevbhai Manibhai (5) Parshottambhai Chaturbhai (6) Rasikbhai Parshottambhai (7) Mukeshbhai Parshottambhai (8) Jyotasanaben Parshottambhai (9) Sashikantbhai Parshottambhai (10) Suryaben – wife of Shankarbhai Bholabhai Patel (11) Pankajbhai Shankarbhai Patel (12) Gautambhai Shankarbhai Patel (13) Shobhnaben Subhashbhai (14) Suchita Subhashbhai and (15) Pritesh

Subhashbhai in favor of (1) Sumitraben Karankumar Patel (having ownership upto an extent of 25% undivided share in the said Land) (2) Jyotasanaben Nitinbhai Patel (having ownership upto an extent of 25% undivided share in the said Land) (3) Khushbu Nareshbhai Patel (having ownership upto an extent of 16.66% undivided share in the said Land) (4) Pratibhaben Nareshbhai Patel (having ownership upto an extent of 16.67% undivided share in the said Land) (5) Jay Nareshbhai Patel (having ownership upto an extent of 16.67% undivided share in the said Land) vide a Sale Deed dated 23.5.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 11413. The said event was entered in the revenue records on 29.5.2019 vide mutation entry no. 10696.

- E.** Thereafter, land bearing Final Plot No. 70 admeasuring about 2914 sq. mtrs. forming part of Draft Town Planning Scheme No. 409/A (Khoraj – Tragad) allotted in lieu of land bearing Survey No. 345 admeasuring about 4856 sq. mtrs. was sold and conveyed by (1) Sumitraben Karankumar Patel (having ownership upto an extent of 25% undivided share in the said Land) (2) Jyotasanaben Nitinbhai Patel (having ownership upto an extent of 25% undivided share in the said Land) (3) Khushbu Nareshbhai Patel (having ownership upto an extent of 16.66% undivided share in the said Land) (4) Pratibhaben Nareshbhai Patel (having ownership upto an extent of 16.67% undivided share in the said Land) (5) Jay Nareshbhai Patel (having ownership upto an extent of 16.67% undivided share in the said Land) in favor of (1) Ashishbhai Mesurbhai Solanki (having ownership upto an extent of 39% undivided share in the said Land) (2) Harjit Bharatbhai Nandaniya (having ownership upto an extent of 30% undivided share in the said Land) (3) Darshankumar Jayeshbhai Vachani (having ownership upto an extent of 8% undivided share in the said Land) (4) Devendra Karshanbhai Gore (having ownership upto an extent of 8% undivided share in the said Land) (5) Induben – daughter of Mohanbhai Harjibhai Patel (Balar) and wife of Babubhai Laljibhai Goyani (having ownership upto an extent of 8% undivided share in the said Land) and (6) Jigyeshkumar Laljibhai Patel (having ownership upto an extent of 7% undivided share in the said Land) vide a Sale Deed dated 27.12.2021 registered at the Office of Sub-Registrar of Assurances under serial no. 43034. The said event was entered in the revenue records on 6.1.2022 vide mutation entry no. 11919.
- F.** Subsequently, land bearing Final Plot No. 70 admeasuring about 2914 sq. mtrs. forming part of Draft Town Planning Scheme No. 409/A (Khoraj – Tragad) allotted in lieu of land bearing Survey No. 345 admeasuring about 4856 sq. mtrs. was sold and conveyed by (1) Ashishbhai Mesurbhai Solanki (having ownership upto an extent of 39% undivided share in the said Land) (2) Harjit Bharatbhai Nandaniya (having ownership upto an extent of 30% undivided share in the said Land) (3) Darshankumar Jayeshbhai Vachani (having ownership upto an extent of 8% undivided share in the said Land) (4) Devendra Karshanbhai Gore (having ownership upto an extent of 8% undivided share in the said Land) (5) Induben – daughter of Mohanbhai Harjibhai Patel (Balar) and wife of Babubhai Laljibhai Goyani (having

- ownership upto an extent of 8% undivided share in the said Land) and (6) Jigyeshkumar Laljibhai Patel (having ownership upto an extent of 7% undivided share in the said Land) in favor of Zion Nest Projects LLP i.e. the Vendor vide a Sale Deed dated 3.12.2022 registered at the Office of Sub-Registrar of Assurances under serial no. 52919. The said event was entered in the revenue records on 21.12.2022 vide mutation entry no. 12370.
- G.** Subsequently, a construction permission dated 6.4.2023 bearing No. P.R.M./ GMC/ 29/ Khoraj-409-A/ 01/ 2023/ 6894 was obtained from Gandhinagar Municipal Corporation (“GMC”) which has granted its sanction to carry out development as per the lay out and building plans, elevations, sections and details submitted for development of the build-up area of approximately 14713.26 square meters comprising of First Basement and Second Basement for Parking, Ground Floor for Parking and Commercial use, First Floor to Eleventh Floor for residential use, Stair Cabin, Lift Machine Room, Over Head Water Tank and Electricity Sub-Station on Block No. A and B. Further, from and out of Block bearing Nos. A and B, the commercial scheme is being developed only on Block No. A.
- H.** In pursuance of what is stated herein above in Recital F above, the Vendor became the lawful and absolute owner of the Project Land;
- I.** In view of the receipt of the permissions from concerned authorities as mentioned hereinbelow, the Vendor has constructed and developed the Project on the Project Land as per the final approved layout plans.
- J.** The Purchaser being desirous of purchasing residential unit in the Building constructed on the Project Land has executed an Agreement for Sale (without possession) dated _____, duly registered with the Sub-Registrar of Assurances at _____ under Registration No. _____ with the Vendor for acquisition of residential Unit bearing No. _____ admeasuring about _____ square metres of carpet area situated on the _____ floor of the Building alongwith [●] car parking space situated in [●] of the Building i.e. Unit **TOGETHER WITH** rights and proportionate interest in the common parts, portions, areas and Common Areas and Facilities constructed on the Project Land with analogous rights and interest therein along with stipulated undivided interest of _____ square metres in the Project Land, free from all encumbrances, lien, charges or claims whatsoever, for the Sale Consideration of INR _____/- (Rupees _____ Only). The total amount paid towards the Sale Consideration is more particularly described and evinced in the payment schedule hereunder as Third Schedule.
- K.** On or before execution of the aforesaid Agreement for Sale and this Deed, the authenticated copies of Certificate of Title/ Report issued by the attorney at law or advocate of the Vendor, authenticated copies of property card or extract of Village Forms 7/12, 8A & 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 Unit is constructed and the sanctioned and authenticated copies of the lay-out plans, designs and

specifications prepared by Vendor's Architects and of such other documents as are specified under the Relevant Laws have/ has also been inspected by the Purchaser and the Purchaser is/ are satisfied in respect thereof. Further, the Purchaser has conducted an independent due diligence exercise and is satisfied about the title of the Project, Project Land and permissions so far granted by the concerned authorities and has conducted a site visit and acquainted himself/ herself/ itself/ themselves with the Unit.

- L.** The Vendor has registered the Project Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 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 i.e. RERA and as statutorily amended from time to time with the Real Estate Regulatory Authority at _____ under no. _____ and this permission has been inspected by the Purchaser and the Purchaser is/ are satisfied in respect thereof.
- M.** The Vendor has now completed the construction of the Building and has obtained the Building Use Permission bearing Ref. No. _____ dated _____ with respect to the Building. Vide a notice dated _____ the Vendor had intimated the Purchaser that the construction of the 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 Unit and the fixtures, fittings and other amenities provided in the Unit. Also by the aforesaid Notice, the Unit 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 Unit.
- N.** The Purchaser before execution of this Deed has satisfied himself/ herself/ itself/ themselves as to the following:
- (a) The carpet area of the Unit.
 - (b) Construction of the Building and the Unit.
 - (c) The fittings and fixtures installed.
 - (d) Completion and finishing of the Unit.
 - (e) The supply of water and electricity.
 - (f) The Common Areas and Facilities of the Building.
- O.** The Vendor has appointed Messrs. [●], as its Architect and entered into a standard Agreement with them registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- P.** The Vendor has appointed _____, as structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building.

- Q.** Accordingly, the Parties herein are desirous of recording the terms and conditions on which the Vendor shall sell and convey the Unit alongwith the Car Park(s) i.e. [●] car parking space in the [●] of the Building as designated by the Vendor to the Purchaser and have therefore entered into this Deed on the terms and conditions set out herein:

NOW THIS DEED WITNESSETH and in consideration of mutual promises and covenants, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the Parties, and the Parties have agreed to execute these presents as under:

The Recitals hereinabove contained shall constitute an integral part of this Deed.

1. 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 admits and acknowledges and of and from the same and every part thereof, does hereby forever acquits, releases and discharges 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, Unit i.e. unit bearing No. _____ of Carpet Area admeasuring about _____ square metres alongwith Exclusive Area of the Unit admeasuring about _____ square metres being the Total Area on the _____ floor in the Building i.e. Zion Nest alongwith proportionate right in common areas of the Building namely passage, foyer, terrace, stairs, lifts etc. alongwith the rights in the Common Areas and Facilities as per proposed layout, and _____ square metres of undivided share in the Project Land and [●] car parking space, in the [●] of the Building as designated by the Vendor i.e. Car park(s) in the Building (detailed in Annexure “A”) and more particularly reflected in Second Schedule hereunder, free from all encumbrances, lien, charges or claims whatsoever 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 Unit and shall hold and enjoy the Unit absolutely and exclusively and enjoy and use the Common Areas and Facilities of the Building like passage, foyer, terrace, 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 Unit to be provided by the Vendor in the Building and the Unit as are set out in **Annexure “B”**, annexed hereto or its equivalent thereof. The Purchaser is/are 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 Unit is _____ square metres and the Exclusive Areas of the Unit _____ square metres aggregating to Total Area of _____ square metres. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in clause I. (3 and 8) above.
- (e) It is made clear by the Vendor and the Purchaser agrees that Unit along with Car Park(s) shall be treated as a single indivisible Unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project’s facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

2. **Construction:**

- (a) The Vendor shall construct Two Basements for parking, Ground Floor for Commercial and Parking, First Floor to Eleventh Floor for residential use, Stair Cabin, Lift Machine Room, Over Head Water Tank and Electricity Sub-Station on Block Nos. A and B in accordance with the plans, designs and specifications as approved by concerned local authority 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 Unit of the Purchaser except any alteration or addition required by any Government authorities or due to change in law. Provided further that in case of any major alteration or variation or modification in the layout of the Project, the Vendor shall obtain prior consent in writing of the Purchaser in respect of such alteration or addition or variation or modification 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/ Co-operative Society/ section 8 company under the companies act of 2013 formed by the flat/ unit owners/ Vendor. 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 Agreement for sale (without possession) dated _____ have been fulfilled in full and stand discharged.

(d) 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 Project and the Purchaser shall not raise any kind of dispute/objection with regard to the same.

(e)

The Promoter Shall not have any claim over FSI, Additional FSI, Common Area and Terrace rights after building use permission has been obtained, such rights if any will be enclosed by society of buyers.

3. **Sale Consideration:**

(a) Towards purchase of the absolute rights, title and interest in the Unit, the Purchaser has paid the Vendor, a Sale Consideration i.e. a sum of **INR _____/- (Rupees _____ Only)** as more specifically set out in **Third Schedule** hereunder written.

(b) 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 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.

- (c) The Purchaser is aware that the Purchaser has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Vendor, whichever is earlier as per section 194IA in the Income Tax Act, 1961 (as amended from time to time). Further, the Purchaser shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- (d) The Sale Consideration above excludes taxes, including includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Unit. The applicable taxes shall be payable by the Purchaser on demand made by the Vendor within 7 (seven) working days, and the Purchaser shall indemnify and keep indemnified the Vendor from and against the same.
- (e) The Purchaser shall on demand pay to the Vendor a sum of INR _____/- (Rupees _____ only) towards meeting all legal costs, charges and expenses, including professional costs of Advocates/ Solicitors of the Vendor in connection with formation of the society by the Organization of Purchasers and for preparing its rules, regulations, by-laws, etc. and the cost of preparing and engrossing the conveyance.

4. Completion of Sale & Possession:

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

5. House Rules:

- (a) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Unit.
- (b) No Purchaser shall make or permit any disturbing noises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other purchasers. No Purchaser shall use any loudspeaker in the Unit if the same shall disturb or annoy other occupants of the Building and in the Project.
- (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 Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor/ Organization of Purchasers.
- (d) No shades, awnings, window guards, ventilators or air conditioning devices shall be used in or outer side of the Building except as has been approved by the Vendor/ Organization of Purchasers.
- (e) Water-closets and other water apparatus in the 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.
- (f) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
- (g) No television disc/ aerial shall be attached to or hung from the exterior of the Unit.
- (h) Garbage and refuse from the Unit shall be deposited in such place only in the Building and at such time and in such manner as the Vendor/ Organization of Purchasers may direct.
- (i) 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 Building by another vehicle.
- (j) The Purchaser shall regulate the actions of their domestic help in consonance with the house rules mentioned herein and shall be responsible for their actions.
- (k) These house rules may be added to, amended or repealed at any time by the Vendor/ Organization of Purchasers.

6. **Formation and Working of Organization of Purchasers:**

- (a) The Vendor shall form appropriate co-operative service society under rules and regulations of the Gujarat Cooperative Societies Act, 1961 as statutorily amended from time to time or a company incorporated under Section 8 of the Companies Act of 2013 as statutorily amended from time to time ("**Organization of Purchasers**") which shall formulate the rules, regulations and by-laws of such Organization of Purchasers of the Purchasers of the Unit alongwith other residential Units developed on the Project Land 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 being the Organization of Purchasers for the purpose of maintenance, management and administration of the Building and the Project, Common Areas and Facilities 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 being the Organization of Purchasers and for becoming a member, including the by-laws of the proposed society being the Organization of Purchasers 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 society being the Organization of Purchasers. No Objection shall be taken by the Purchaser if any, changes or modification are made in the draft by-laws, or the memorandum and/or articles of association, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other competent Authority. The Purchaser shall on demand pay to the Vendor applicable 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 Organization of Purchasers and for preparing its rules, regulations, by-laws, etc. and the cost of preparing and engrossing the conveyance.
- (b) From and after the execution of these presents, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the 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 Building and Project Land.
- (c) The Purchaser acknowledges that amount of Common Area Maintenance Charges shall be utilized as under:

- (i) For the purpose of this Deed, maintenance charges will be utilized for maintenance of Building, society being the Organization of Purchasers and/or the Project. Amount of maintenance charges shall be handed over to society being the Organization of Purchasers as more specified in Annexure "A".
 PROVIDED THAT in the event, amount of maintenance charges is not sufficient to meet the maintenance expenses and outgoings of the Building, and/or the Project, the Purchaser shall contribute such amount, as may be required by the Organization of Purchasers so as to meet the aforesaid maintenance expenses and outgoings in monthly, quarterly or any installments as required. The Purchaser shall within seven days of the receipt of demand notice from the Organization of Purchasers make payments towards aforesaid proportionate maintenance charges for the maintenance of the Building and/or the Project.
 - (ii) Any unutilized amount standing to the credit of the Organization of Purchasers, at the time of handing over of the maintenance of the Project to the competent authority as per applicable law, after deducting there from all expenses and outgoings incurred by the Organization of Purchasers from the maintenance advance, shall be handed over by the Organization of Purchasers.
- (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 units/ flats in the Building, the powers and authorities of the Organization of Purchasers of the flats/ units in the Building/s shall be subject to the overall control of the Vendor in respect of any of the matter concerning the Building. The Vendor shall have absolute authority and control as regards the disposal of the unsold units/ flats or the units/ flats of which the agreement is cancelled at any stage for any reason whatsoever, and all the Purchasers of such units/ flats 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 Organization of Purchasers to the extent of the unsold/ un-allotted units/ flats / covered car parking space in the Building.
- (e) At the time of registration of conveyance or lease as aligned in clause 8 below of the Unit of the Building, the Purchaser shall pay to the

Vendor, the Purchaser's share of stamp duty and registration charges payable, by the Organization of Purchasers on such conveyance or lease or any documents or instruments of transfer towards this conveyance.

7. Outgoings:

- (a) From the date of the execution of these presents, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Building namely local taxes, betterment charges or such other levies by the Ahmedabad Municipal Corporation/ Ahmedabad Urban Development Authority and/ or concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building.
- (b) The Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined by the Vendor/ Organization of Purchasers. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Vendor provisional monthly contribution as determined by the Vendor from time to time. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor until a conveyance in favour of Organization of Purchasers as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Vendor to the Organization of Purchasers on an as is where basis.

8. Conveyance:

Upon completion of the entire development of the Project and upon utilization of the entire FSI disclosed in clause 2 (e) above, the Vendor has the right to convey the Common Areas and Facilities appurtenant to the said Building alongwith the land beneath the superstructure to the Organization of the Purchasers (if required under the Relevant Laws at the relevant period in time). Upon formation of such Organization of the Purchasers, the Vendor shall convey the Common Areas and Facilities in the Project to the Purchasers which shall be administered and managed by the Organization of the Purchasers. The Purchaser hereby agree(s) and confirm(s) that till conveyance of the flats to the Organization of the Purchasers, the Purchaser shall continue to pay all the outgoings as imposed by Ahmedabad Municipal Corporation/ Ahmedabad Urban Development Authority and/or concerned authorities and proportionate charges to the Vendor from time to time. All costs, charges and expenses including stamp duty, registration charges and expenses incidental to the preparation, stamping and execution of such deed of assignment/ transfer shall be borne and paid by the Organization of the Purchasers being on a proportionate basis by all the Purchasers.

9. **Defect Liability Period:**

If the Purchaser brings to the notice of the Vendor any structural defect in the Unit in the Building and the Building within a period of 5 years stipulated under the Relevant Laws after the handing over of the possession of the Unit simultaneous to the execution and registration of this Deed, it shall wherever possible be rectified by the Vendor without further charge to the Purchaser. However, Parties agree and confirm that the decision of the Vendor's architect shall be final in deciding whether there is any actual structural defect in Unit in the Building and the Building or defective material being used or regarding workmanship, quality or provision of service, 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 RERA and Relevant Laws 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 (save and except the defects as mentioned in this clause, 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.

10. **Anti-Money Laundering:**

- (a) The Purchaser hereby declares, agrees and confirms that the monies paid by the Purchaser under this Deed towards the Unit in the Building is not involved directly or indirectly to any proceeds of the scheduled offence and is/ are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Anti Money Laundering**").
- (b) The Purchaser further declares and authorizes the Vendor to give personal information of the Purchaser to any statutory authority as may be required from time to time. The Purchaser further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/ her/ their/ its knowledge.

11. **Brand Name & Project Name:**

It is agreed by the Purchaser that the name of the Project i.e. "Zion Nest" and may be changed at the sole discretion of the Vendor in accordance with Relevant Laws.

12. Obligations, Covenants, Representations & Warranties:

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

- (a) 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 of the Project on the Project Land;
- (b) The Vendor has good right, full power and absolute authority to enter into this Deed for the sale of the Unit to the Purchaser;
- (c) The Vendor has constructed the Building in accordance with the layout, plans, designs, specifications approved by the concerned local authority and the same have been provided to the Purchaser;
- (d) The Vendor has lawful rights and requisite approvals from the competent authorities to carry out development of the Project Land;
- (e) There are no encumbrances upon the Project Land except those disclosed in the title report, if any;
- (f) There are no litigations pending before any Court of law or any other forum with respect to the Project Land or the Project except those disclosed in the title report, if any;
- (g) All approvals, licenses and permits issued by the competent authorities with respect to the Unit in the Building, Project Land and Building and Common Areas And Facilities are valid and subsisting and have been obtained by following due process of law;
- (h) The Vendor has the right to enter into this Deed 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;
- (i) 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 pertaining to residential space to the Organization of Purchasers of the residential unit holders;
- (j) 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 Project except those disclosed in the title report, if any;

- (k) The amounts paid by the Purchaser to the Vendor as contribution towards the outgoings shall remain with the Vendor, till the Organization of 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 Building;
- (l) The Vendor hereby confirms that prior to the implementation of RERA, the Vendor has adhered to all the applicable local laws and Relevant Laws towards the Project Land and the Project; and
- (m) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land.

The Purchaser doth hereby represents, warrants, covenants and undertakes as under:

- (a) Shall use the Unit or any part thereof or permit the same to be used only for purpose of residential use and shall not use any other purposes(s) whatsoever. The Purchaser shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle;
- (b) 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;
- (c) 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;
- (d) Pay to the Vendor, share money, society admission fee, proportionate share of taxes, cess, electricity charges, Ahmedabad Municipal Corporation/ Ahmedabad Urban Development Authority charges, statutory dues etc. on actuals and the legal charges within 7 (seven)

days of demand thereof by the Vendor as mentioned in Third Schedule;

- (e) Fully satisfied himself/ herself/ themselves as to the title of the Project Land and his/ her/ its/ their right in respect of the Project Land;
- (f) Confirm/ declare that he/she/ it/ them has agreed to purchase the Unit after due verification of all the relevant aspects and has satisfied himself/ herself/ itself/ themselves in this regard;
- (g) To maintain the Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken alongwith the execution and registration of this Deed and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be against the rules, regulations or bylaws or change/alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required;
- (h) The Purchaser agrees and undertakes to maintain and not to do anything which has the effect of affecting the structural stability of the Building and also not to store or bring and allow to be stored and brought in the Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the 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 Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Unit or adjacent to the Unit. The Purchaser shall not make in the 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 Unit to take such load the stability of the Building will be endangered, as the building structure is not designed. 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;
- (i) To carry out at his/ her/ their/ its own cost all internal repairs to the Unit and maintain the 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 Building in which the Unit is situated which may be contrary to the rules and regulations and by-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;

- (j) Not to demolish or cause to be demolished the 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme and façade of the Building in which the Unit is situated and shall keep the portion sewers, drains and pipes in the Unit and the appurtenances thereto in a good tenatable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the 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 Unit without the prior written permission of the Vendor and/or the Organization of Purchasers and in case the Purchaser shall require to put grills on the exterior part of his/her/its Unit, the design of the same shall be approved by Vendor and/or the Organization of Purchasers in advance but in no event the Purchaser shall install any box type grills without the prior written permission of the Vendor and/or the Organization of Purchasers;
- (k) 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 Building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (l) The Common Areas and Facilities, lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Unit;
- (m) Pay to the Vendor within 7 (seven) 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 Building in which the Unit is situated;
- (n) 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 Unit by the Purchaser;
- (o) The Purchaser shall observe and perform all the rules and regulations which the society 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 Building and the units therein and for the observance and performance of the building rules, regulations and by-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 Organization of Purchasers regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance thereto;

- (p) 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 Building or any part thereof to view and examine the state and condition thereof;
- (q) The Purchaser undertakes that the Purchaser has/ have taken the decision to purchase the Unit out of his/ her/ their/ its own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser by the Vendor in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Deed;
- (r) 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 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;
- (s) Not to do anything which causes damage or is likely to jeopardize the safety of the Unit and the Project 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 Unit is constructed or the Unit itself or any part/s thereof or damage any other structure of the building in which the Unit is situated and any damage caused to the Project or to the Unit on account of negligence or default of the Purchaser, the Purchaser shall be liable for the consequences thereof;
- (t) Except Car Park(s) allotted by the Vendor in accordance to this Deed, the Purchaser agree(s) and confirm(s) that all open car parking space(s) will be dealt with in accordance with the Relevant Laws. The Purchaser hereby declares and confirms that except for the Car Park(s) allotted by the Vendor, the Purchaser does not require any parking space including open car parking space and accordingly the Purchaser waives his/ her/ its/ their claim, right, title, interest whatsoever on the areas of parking space in the Project Land. The Purchaser further agrees and undertakes that it shall have no concerns towards the identification and allotment/ allocation of parking space done by Vendor in the Project, at any time and shall not challenge the same anytime in future. The Purchaser agrees and acknowledges that Vendor shall deal with the parking

spaces in the manner it deems fit, subject to the terms of bylaws and constitutional documents of the various organization of Purchasers formed and the Relevant Laws;

- (u) Be responsible for getting his/ her/ its/ their name mutated in the records of the appropriate authority with respect to the Unit and shall not hold the Vendor liable/responsible to mutate his name with respect to the Unit;
- (v) Shall be entitled to attendant rights of ownership, possession, enjoyment of the Unit and shall be entitled to deal with or dispose off the same as the Purchaser deems fit without any interference, obstruction or hindrance from the other parties or anyone claiming under, through or in trust from him, subject to the terms and conditions contained in this Deed and the Bylaws, Rules and Regulations as may be framed by the Organization of Purchasers, however, the proportionate undivided share of the Purchaser in the land beneath the superstructure (excluding the Unit) shall always remain indivisible and impartible;
- (w) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to similar rights) shall be entitled to use the staircases, passages, lifts and common areas in the Building for ingress and egress at all times and for all purposes;
- (x) The Purchaser shall be entitled to the subjacent, lateral, vertical and horizontal support for the Unit from the other parts of the Building;
- (y) The Purchaser shall be entitled to transfer/ sell, convey, mortgage, change or in any way encumber or deal with or dispose of or to assign, underlet or part with its interest under or benefit or any part thereof in the Unit. Provided however, that the Purchaser and any other person to whom the Unit is subsequently transferred, assigned or given possession with the permission of the Vendor/ Organization of the Purchasers shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the Organization of the Purchasers may require for safeguarding the interest of the Building and its occupiers;
- (z) The Purchaser shall not cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Unit in the Building, without the prior written permission of the Vendor/ Organization of Purchasers;
- (aa) Upon the execution and registration of this Deed, the Purchaser may insure the Unit from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other

cause beyond reasonable human control, and the Vendor shall not be responsible for any loss/damage suffered thereafter;

- (bb) The Purchaser shall reciprocate and recognize rights of other owners/ occupiers of the Building in the common areas of the Building and the land underneath the superstructure, common owners in the Project Land;
- (cc) The Purchaser has inspected the plan sanctioned by the authorities concerned in respect of the Building and the Unit constructed by the Vendor and agreed not to raise any objection with regard thereto;
- (dd) The Purchaser has satisfied himself about the project layout and the future sanctions to be obtained and the future constructions to be made by the Vendor on the Project Land;
- (ee) The Purchaser has verified the location and site of the Unit including the egress and ingress thereof and also the area of the Unit and agreed not to dispute the same;
- (ff) The Purchaser has acknowledged that the right of the Purchaser shall remain restricted to the Unit as set out in clause 1(a) above;
- (gg) The Purchaser has satisfied himself as to the Total Area of the Unit and also the common parts/ portions, along with the Common Areas and Facilities, which would be common for all the occupants of the various units comprised in the Building and had agreed not to challenge or dispute the same in any manner whatsoever or however;
- (hh) The Purchaser has satisfied himself as to the construction and structural stability of the Building and the Unit, the fittings and the fixtures installed, completion and finishing of the Unit, car parking facility, supply of water and electricity;
- (ii) 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 For Sale (without possession) dated _____ and any other agreement executed between the Purchaser and the 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 its 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;

- (jj) The Purchaser confirms that 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;
- (kk) The Purchaser is aware that the Project Land 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 of Ahmedabad for the transfer of the Unit is required to be obtained for this Deed;
- (ll) 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 attorney 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 its 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;
- (mm) 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;
- (nn) The Purchaser confirms that open terrace situated above the top (12th) Floor of Building shall be for the common usage of the all the Unit holders of the said Project;
- (oo) The Purchaser hereby confirms not to subdivide the Unit, servant quarter and/or parking space, if allocated, or any portion thereof;
- (pp) The Purchaser hereby confirms not to discharge into any conducting medial any oil or grease or discharge solid or semi-solid waste into the

waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting medial or drainage of the said Project;

- (qq) The Purchaser hereby confirms not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the construction of the Building or any part thereof;
- (rr) The Purchaser hereby confirms not to fix or install any antenna on the roof or terrace of the Building or any part of the Project nor shall fix any window antenna except the demarcated area provided by the Vendor; and
- (ss) The Purchaser agree(s) and confirm(s) that the electrical power, energy meters, water connection, sewerage and drainage connection of the Unit for the commercial premises shall be independent of that from the residential premises.
- (tt) The Purchaser confirms that the Purchaser shall not be entitled to grant lease / leave & license / concession / right of any other nature or type for installing of Bill Board/ Microwave Antenna, Communication Tower over the roof of lift machine room/ overhead water tank, stair cabin and if any such activity is found the Vendor or the Organization of Purchasers shall be entitled to remove every article from the terrace without giving any opportunity and in such case neither the member nor the transferee / assignee / Purchaser shall be entitled to claim any damages / compensation for any damages may occurred during removal of all the articles from the terrace.

13. Representations by Third Parties:

The Purchaser hereby acknowledges, agrees and undertakes that the Purchaser shall neither hold the Vendor or any of its sister concerns/ affiliates liable/ responsible for any representations/ commitments/ offers made by any third party to the Purchaser nor make any claims/ demands on the Vendor or any of its sister concerns/ affiliates with respect thereto.

14. Rights of the Vendor:

- (a) The Vendor has obtained the occupation certificate (OC)/completion certificate (CC) dated _____ bearing no. _____ of the Building. The Vendor hereby confirms that it had observed, performed and complied with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter.

- (b) All unsold and/or un-allotted units, area and spaces in the Building including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and Project Land shall always belong to and remain the property of the Vendor at all times and the Vendor shall continue to remain in overall possession of such unsold and/or un-allotted units/ flats and shall be entitled to enter upon the Project Land and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Vendor may deem necessary.
- (c) The Vendor shall without any reference to the Purchaser, Organization of Purchasers, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/ or un-allotted units/ flats and spaces therein, as it deems fit. The Vendor shall be entitled to enter in separate agreements with the Purchasers of different units/ flats in the Project Land and Building on terms and conditions decided by the Vendor in its sole discretion and shall without any delay or demur enroll the new Purchasers as members of the as Organization of Purchasers. The Purchaser and/ or the Organization of Purchasers shall not claim any reduction in the Sale Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Vendor shall not be liable to pay/ contribute any amount on account of non-occupancy charges or for any other charges/ fund provided for under the bylaws, rules and regulations or resolutions of the Organization of Purchasers.
- (d) The Vendor, if it so desires shall be entitled to create security on the Project Land together with the building/s being constructed thereon (including the Building) by availing loans/ financial assistance/ credit facilities from banks/ financial institutions, against securities thereof, save and except the Unit conveyed hereunder. The Vendor shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Unit, provided the Vendor shall be the principal debtor and it shall be the sole responsibility of the Vendor to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/ transfer of the Project Land (or any part thereof) and building/s constructed thereon in favour of the Organization of Purchasers. The Purchaser hereby gives express consent to the Vendor to raise such financial facilities against security of the Project Land together with the buildings being constructed thereon (including the Building) and mortgage the same with banks/ financial institutions as aforesaid, save and except the Unit transferred and conveyed hereunder.

- (e) The Vendor may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Project in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Vendor shall be bound by the terms and conditions herein contained.

15. 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.
- iv) All the terms & conditions, rights and obligations of the Parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder (“Act”) and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

16. Possession of the 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 Unit and its fitness for occupation and the Purchaser has no claims against the Vendor in respect of the Unit including the following:

- a) Correctness of the area of the Unit.
- b) Specifications and amenities provided in the Unit.
- c) Quality of construction of the Unit and the Building.

- d) Electrification, Plumbing etc., in the Unit and in the Building.
- e) Facilities and services provided in the Unit or the Project Land.

17. Provisions Of This Deed Applicable To The Purchaser/ Subsequent Purchaser:

In the event of the Unit being transferred by the Purchaser to a third party, any such transferees shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the Project including, and suitable clauses to this effect shall be incorporated by the Purchaser in the document conveying the Unit to such transferee.

18. Method Of Calculation Of Proportionate Share Wherever Referred To In The Deed:

Wherever in this Deed it is stipulated that the Purchaser has to make any payment, in common with other Purchasers in Project, the same shall be in proportion to the Carpet Area of the Unit to the total carpet area of all the units being developed in the Project.

19. Place of execution:

The execution of this Deed shall be complete only upon its execution by the Purchaser and the Vendor through its authorized signatory of the Vendor at the Vendor's Office and simultaneously with the execution the said Deed shall be registered at the office of the Sub-Registrar and this Deed shall be deemed to have been executed at ____.

20. Notices:

- (a) Any notice, demand or other communication to be served under this Deed may be served upon either Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

To the Purchaser:

Name :
Address :
Notified Email ID :
Contact Details :
Kind Attention :

To the Vendor:

Name : ZION NEST PROJECTS LLP
Address : Zion Skyfield, Beside Sun Optima, Near DPS
 Bopal, Shilaj, Ahmedabad – 350059, Gujarat,
 India,

Notified Email ID : [●]
Kind Attention : Mr. [●]

- (b) It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.
- (c) In case of more than one Purchaser, default notice, letters, receipts, demand notices, all communications to be served and conducted under this Deed may be served upon to the first mentioned Purchaser onto the above mentioned address or any address later notified by the first mentioned Purchaser and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Purchaser and the same shall fully and effectively discharge the Vendor of its obligation in this regard.
- (d) In case of change of address of the Purchaser, the same shall be informed to the Vendor well in advance by the Purchaser.

21. 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. In case of failure to settle the dispute amicably, such dispute shall be referred to Gujarat Real Estate Regulatory Authority ("RERA Authority"), as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. Either of the Parties aggrieved by any direction or decision or order made by the RERA Authority or by an adjudicating officer under the RERA Act may prefer any appeal before the Appellate Tribunal having jurisdiction over the matter ("RERA Appellate Tribunal") or as per the recourse available to the aggrieved Party under Relevant 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 21(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.

22. Governing Law:

That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force and the Ahmedabad courts will have the jurisdiction for this Deed. Further, all the terms & conditions, rights and obligations of the

parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and the Rules and Regulations made thereunder (“**Rules and Regulations**”) and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Deed and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

Photograph of the Unit

All that piece and parcel of the residential unit bearing No. _____ of Carpet Area admeasuring about _____ square metres alongwith Exclusive Area of the Unit admeasuring about _____ square metres being the Total Area on the _____ floor in the Building i.e. Zion Nest and _____ square metres of undivided share in the Project Land being all that piece and parcel of non-agricultural land bearing Final Plot No. 70 admeasuring about 2914 sq. mtrs. forming part of Draft Town Planning Scheme No. 409/A (Khoraj – Tragad) allotted in lieu of land bearing Survey No. 345 admeasuring about 4856 sq. mtrs. situated within the limits of Village: Khoraj, Taluka and District: Gandhinagar and within the Sub – Registration District and Registration District of Gandhinagar, Gujarat or thereabouts and [●] car parking space in the [●] of the Building as designated by the Vendor i.e. Car park(s) situated on the Project Land.

Vendor

Purchaser

Zion Nest Projects LLP
Through its Authorized Signatory –

(1)

Mr. _____

(2)

Photograph of the Unit

All that piece and parcel of the residential unit bearing No. _____ of Carpet Area admeasuring about _____ square metres alongwith Exclusive Area of the Unit admeasuring about _____ square metres being the Total Area on the _____ floor in the Building i.e. Zion Nest and _____ square metres of undivided share in the Project Land being all that piece and parcel of non-agricultural land bearing Final Plot No. 70 admeasuring about 2914 sq. mtrs. forming part of Draft Town Planning Scheme No. 409/A (Khoraj – Tragad) allotted in lieu of land bearing Survey No. 345 admeasuring about 4856 sq. mtrs. situated within the limits of Village: Khoraj, Taluka and District: Gandhinagar and within the Sub – Registration District and Registration District of Gandhinagar, Gujarat or thereabouts and [●] car parking space in the [●] of the Building as designated by the Vendor i.e. Car park(s) situated on the Project Land.

Vendor	Purchaser
Zion Nest Projects LLP	_____
Through its Authorized Signatory –	(1)
_____	_____
Mr. _____	(2)

FIRST SCHEDULE

(Description of the Project Land)

All that piece and parcel of non-agricultural land bearing Final Plot No. 70 admeasuring about 2914 sq. mtrs. forming part of Draft Town Planning Scheme No. 409/A (Khoraj – Tragad) allotted in lieu of land bearing Survey No. 345 admeasuring about 4856 sq. mtrs. situated within the limits of Village: Khoraj, Taluka and District: Gandhinagar and within the Sub – Registration District and Registration District of Gandhinagar, Gujarat or thereabouts and bounded as follows:

East : Final Plot No. 67
West : 24.00 mtrs. Road
North : Final Plot No. 68 and Final Plot No. 69
South : Final Plot No. 65

SECOND SCHEDULE

(Description of Unit)

All that piece and parcel of the residential unit bearing No. _____ of Carpet Area admeasuring about _____ square metres alongwith Exclusive Area of the Unit admeasuring about _____ square metres being the Total Area on the _____ floor in the Building i.e. Zion Nest and _____ square metres of undivided share in the Project Land being all that piece and parcel of non-agricultural land bearing Final Plot No. 70 admeasuring about 2914 sq. mtrs. forming part of Draft Town Planning Scheme No. 409/A (Khoraj – Tragad) allotted in lieu of land bearing Survey No. 345 admeasuring about 4856 sq. mtrs. situated within the limits of Village: Khoraj, Taluka and District: Gandhinagar and within the Sub – Registration District and Registration District of Gandhinagar, Gujarat or thereabouts and [●] car parking space in the [●] of the Building as designated by the Vendor i.e. Car park(s) situated on the Project Land, and bounded as follows:

East :

West :

North :

South :

THIRD SCHEDULE

Payment Schedule of Sale Consideration

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED AND DELIVERED)

By the within named Vendor

ZION NEST PROJECTS LLP

Acting through its Authorized Signatory

Mr. _____)

SIGNED AND DELIVERED)

By the within named Purchaser

1. _____)

2. _____)

WITNESSES

1. _____

2. _____

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

PHOTO THUMB MARK

VENDOR

ZION NEST PROJECTS LLP

Acting through its Authorized Signatory

MR. _____

PURCHASER (Use Left Hand & Black Ink Only)

ANNEXURE A

Common Areas, Facilities and Amenities

ANNEXURE B

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