

SALE DEED

THIS SALE DEED executed at Ahmedabad on this of
, 2021.

BY AND BETWEEN.

SELLER

FIRST PARTY **RRG SPACELINK LLP**, (PAN: ABAFR 8942 B)
a limited liability partnership firm established
under the provisions of the Limited Liability
Partnership Firm vide Regn. No. AAR-
3730 dated 20.12.2019 and having its office at
702, SPG Empressa, Opp. L.G. Show Room,
B/s. Passport Seva Kendra, Mithakhali,
Navrangpura, Ahmedabad-380009, hereinafter
referred to as the "Owner / Promoter" (which
expression shall unless repugnant to the
context or meaning thereof be deemed to
mean and include the 'Said Partnership Firm',
its partners from time to time, their heirs,
executors, administrators, successors, assigns
etc.) of the ONE PART.

AND**BUYER****SECOND PARTY****PURCHASER****NAME OF PURCHASER**

(PAN: _____)

(AADHAR NO. _____)

Adult _____ and _____ residing _____ at

_____, hereinafter referred to as "the Purchaser's" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART.**

WHEREAS

- [A]** RRG SPACELINK LLP, a limited liability partnership firm established under the provisions of the Limited Liability Partnership Firm vide Regn. No. AAR-3730 dated 20.12.2016 and having its office at 702, SPG Empressa, Opp. L.G. Show Room, B/s. Passport Seva Kendra, Mithakhali, Navrangpura, Ahmedabad-380009 has purchased all that N.A. land admeasuring in aggregate about 3400 Sq. Mtrs. bearing F.P. No. 91 of T.P. Scheme No. 3 - Ghuma (allotted in lieu of land admeasuring 5666 Sq. Mtrs. bearing R.S. No. 627 and land admeasuring 6777 sq.mtrs., bearing Revenue Survey No. 501) situated, lying and being within the Village limits of Mouje : Ghuma, Taluka : Daskroi

within the Registration Sub-District : Ahmedabad-9 (Bopal) and District : Ahmedabad (hereinafter referred to as the 'Said Land' or 'Project Land').

[B] Being the absolute owner and occupier of the said land, the Promoter has implemented a multipurpose scheme in the name and style as “HR EVERNEST” on the said Project land as per the plans, designs and specifications prepared by Architect/Engineer. Upon the application being made by the owner, the Ahmedabad Urban Development Authority (AUDA) has approved the plans and granted construction permission vide Letter No. PRM / 173 / 12 / 2020 / 85 dated 08.03.2021.

[C] The Owner has commenced the construction work of said “**HR EVERNEST**” scheme (hereinafter referred to the 'Said Project') in accordance with the approved plans. The Said Project is comprising of two Blocks – Block A & Block B.

(i) Block A comprises of (i) Parking in Basement, (ii) Partial parking in ground floor and shop no.1 to 11 (11 units), (iii) Shop No.102 to 110 and Flat No.101 to 104 on 1st Floor (13 units), (iv) Flat No.201 to 208 on 2nd Floor (8 units), (v) Flat No.301 to 308 on 3rd Floor (8 units), (vi) Flat No.401 to 408 on 4th Floor (8 units), (vii) Flat No.501 to 508 on 5th Floor (8 units), (viii) Flat No.601 to 608 on 6th Floor (8 units), (ix) Flat No.701 to 708 on 7th Floor (8 units), (x) Flat No.801 to 808 on 8th Floor (8 units), (xi) Flat No.901 to 908 on 9th Floor (8 units), (xii) Flat No.1001 to 1008 on 10th Floor (8 units), (xiii) Flat No.1101 to 1108 on 11th Floor (8 units), (xiv) Flat No.1201 to 1208 on 12th Floor (8 units), (xv) Flat No.1301 to 1308 on 13th Floor (8 units), (xvi) Flat

No.1401 to 1408 on 14th Floor (8 units) and (xvii) Terrace, Stair Cabin, Lift Room & Overhead Water Tank above 14th Floor.

- (i) Block B comprises of (i) Basement, (ii) Ground floor, (iii) Flat No.101 to 108 on 1st Floor (8 units), (iv) Flat No.201 to 208 on 2nd Floor (8 units), (v) Flat No.301 to 308 on 3rd Floor (8 units), (vi) Flat No.401 to 408 on 4th Floor (8 units), (vii) Flat No.501 to 508 on 5th Floor (8 units), (viii) Flat No.601 to 608 on 6th Floor (8 units), (ix) Flat No.701 to 708 on 7th Floor (8 units), (x) Flat No.801 to 808 on 8th Floor (8 units), (xi) Flat No.901 to 908 on 9th Floor (8 units), (xii) Flat No.1001 to 1008 on 10th Floor (8 units), (xiii) Flat No.1101 to 1108 on 11th Floor (8 units), (xiv) Flat No.1201 to 1208 on 12th Floor (8 units), (xv) Flat No.1301 to 1308 on 13th Floor (8 units), (xvi) Flat No.1405 to 1408 on 14th Floor (4 units) and (xvii) Terrace, Stair Cabin, Lift Room & Overhead Water Tank above 14th Floor.

[D] The 'Said Project' is registered vide Project Registration No. _____ dated _____ in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') and Gujarat Real Estate (Regulation and Development) General Rules, 2017.

[E] That the Vendor herein has agreed to sell to the Purchaser herein and the Purchaser herein have agreed to purchase from the Vendor, all that immovable property bearing _____, admeasuring about _____ **Sq. Mtrs.** [Carpet Area as per RERA] ,Wash area _____ **Sq. Mtrs.**, Balcony area _____ **Sq. Mtrs.**, Open terrace area _____ **Sq. Mtrs.**, and corresponding Super Built up area admeasuring _____ **Sq. Ft.** (as per Brochure)

situated on the _____ FLOOR of the said "HR EVERNEST" scheme standing/constructed on the Project Land along with Sq. Mtrs. as a undivided share in said land of the said project (for the sake of convenience hereinafter referred to as the 'Said Property') for the price or consideration and upon the terms, conditions, covenants stipulated therein.

[F] Upon the completion of Construction work of the said "HR EVERNEST" scheme, Building Use Permission has been granted by Ahmedabad Urban Development Authority (AUDA) on Dt. _____.

[G] 5 year structural clause:

If within a period of five years from date of handing over the possession, the PURCHASER brings to the notice of the VENDOR any structural defect in the /Shop/Unit/Property/ Residential flat or the building in which the is located or any defects 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 the PURCHASER shall be entitled to receive from the VENDOR, compensation equal to cost to cure / rectify such defect. Provided that the VENDOR shall not be liable to rectify any defect or for payment of any compensation in the following cases:

- (a) If the cause of any such defect is not attributable to the VENDOR or are beyond the control of the VENDOR; or
- (b) In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or

- (c) VENDOR shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
- (d) In cases where guarantees and warranties are provided by the third parties, the same shall be extended to the PURCHASER and to honor such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the PURCHASER/Management Body, the VENDOR shall not be responsible for any defects occurring due to the same.; or
- (e) If the PURCHASER has defaulted in any of its representations or warranties as mentioned in clause 7 of this agreement.
- (f) The Management Body or the individual PURCHASER shall adhere to the maintenance schedule as prescribed by the manufacturer/VENDOR.

[H] The Purchaser has paid the full amount of sale consideration for the 'Said Property' to the Vendor and requested the Vendor to execute a Sale Deed of the said property in their favour, which the Vendor has agreed to do in the manner hereinafter mentioned.

NOW THIS SALE DEED WITNESSETH THAT:-

[1] In consideration of the Agreement for Sale Being Registered No._____ dated _____ executed by & between the parties hereto and in consideration of the total sum or consideration of **Rs. _____/-(Rupees _____ Only)**, being the full & final sale consideration paid by the Purchaser to the Vendor as per the details mentioned hereunder;

(PARTICULARS OF PAYMENT CONSIDERATION)

<u>AMOUNT (IN RS.)</u>	<u>PARTICULARS</u>
Rs. _____	
Rs. _____	
Rs. _____	
Total:	

- [2] The parties hereto confirm and agree that :-
- (i) The total price / consideration of the Unit mentioned hereinabove is inclusive of Proportionate share in project land, common areas / amenities / facilities / parking etc.
 - (ii) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFRRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated th at the Purchaser(s) has to make any payment, in common with other Purchaser (s) in Project, the same shall be in the proportion which the carpet area of the Unit bears to the total carpet area of all the Unit in the Project.

(Vendor doth hereby admit and acknowledge the receipt thereof and of and from the same and every part thereof do

hereby acquit, release and discharge the Purchaser forever), the Vendor doth hereby grant, sell, assign, release, convey, transfer and assure unto the Purchaser forever ALL THAT immovable property (more particularly described in the schedule hereunder written and referred to as the 'Said property' or the 'Said Premises') AND ALSO together with all the deeds, documents, writings, vouchers and other rights, title relating to said property or any part thereof AND ALL the estate, right, title, interest, use inheritance, property, benefit, claim and demand whatsoever, both at law and equity of the Vendor in, to or upon the said property or any part thereof TO HAVE AND TO HOLD the said property or any part thereof hereto granted, sold, conveyed, released and assured or intended so to be with their and every of their rights, titles and appurtenances UNTO and to the use and benefit of the Purchaser forever subject to the payment of rates, taxes, assessments, dues and duties now chargeable upon the same and hereafter to become payable to the State/Central Government and/or local/public body or bodies.

AND the Vendor do hereby for itself, its partners from time to time, their legal representatives, executors, successors and assigns covenant with the Purchaser that notwithstanding any act, deed, matter, or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by from through under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary THEY, the Vendor now have for themselves good right, full power and absolute authority to grant, sell, convey, release and assure the said property hereby granted, released or assured or intended so to be UNTO and to the use of the Purchaser in the manner aforesaid.

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

assigns or their counsel in law for assuring the said property and every part thereof hereby granted conveyed transferred and assured unto and to the use of the Purchaser in the manner aforesaid.

[3] And the Vendor do hereby declare and covenant with the Purchaser that the 'Said Property' is in the absolute ownership and physical possession of the Vendor. The Vendor further declare and covenant with the Purchaser that there are no encumbrances, charges, trust, liens, attachments, claims or demands whatsoever subsisting on the said property and that the same is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any Court or Revenue Authority or any other authority whatsoever and no stay is granted by any Court or any Government department for the transfer of the 'Said Property' and no notice is issued against the transfer of the 'Said Property'.

[4] The Vendor do hereby declare and covenant with the purchaser that, in case of dishonor of any Post Dated cheques being issued by the Purchaser in favour of the Vendor, this Sale Deed shall be considered as null and void.

[5] We the seller herein above declare that the said project does not come in the disturbed area hence no such permission is to be acquired from the concerned authority under Disturbed Areas Act, 1991.

[6] The Vendor records having handed over the vacant and peaceful physical possession of the 'Said Property' to the Purchaser and the Purchaser hereby confirmed the

receipt of the clear and vacant peaceful physical possession of the 'Said Property' from the Vendor and hereby agree as under :-

- i. The Purchaser shall maintain the Unit at the Purchaser's own cost in good and tenantable repairable condition and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change /alter or make addition in or to the building or make any changes in the Elevation in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- ii. **The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Purchaser after duly obtaining the completion certificate from the competent authority as provided In the Act;**
- iii. The Purchaser shall not store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, elevator, common passages or any other

structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- iv.** The Purchaser shall carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the 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 or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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.
- v.** The Purchaser shall not 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 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 good tenantable and repairable condition, and in particular, so as to support shelter and protect 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 make any changes in RCC or other structural changes in

the Unit without the prior written permission of the Owner / Promoter and/or the Society or the Limited Company and if any changes are being made in RCC, Elevation or colour of the building without prior consent of the Owner / Promoter and/or the Society than it shall be considered as an illegal activity and the Purchaser shall be penalized for such changes.

- vi.** The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the project 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.
- vii.** The Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.
- viii.** The Purchaser shall permit the Vendor / Representative of Maintenance Society/Body/ Association, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- ix.** The Purchaser shall not close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows, including grill of the said unit which in the opinion of the

Owner/Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Purchaser shall require to put grills on the exterior part of his/her/its unit, the design of the same shall be approved by Owner/Promoter in advance but in no event the Purchaser shall install any box type grills.

- x. The Purchaser shall not subdivide the said unit and/or parking space, if allocated, or any portion thereof.
- xi. The Purchaser shall not make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Unit except with the prior approval in writing of the Owner / Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority. If it is found that any changes, additions or alteration are made in the structure of the building without taking prior permission of the Owner/Promoter that the Purchaser shall be penalized for such changes, additions or alteration in the said unit.
- xii. The Purchaser shall not hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- xiii. The Purchaser shall not install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Owner / Promoter.
- xiv. The Purchaser shall not use the said Unit or permit the same to be used for any purpose other than the approved

purpose and/or for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring Units or for any illegal or immoral purposes.

- xv. The Purchaser shall not park car scooter or any vehicle on the pathway or open spaces of the Building or at any other place except the space allotted in writing for car / scooter or any other motor vehicle parking.
- xvi. The Purchaser shall pay rates, taxes, assessments, dues and duties, in respect of the 'Said Property' payable to all Government, Semi-Government, Local/ Public body inter-alia including Ahmedabad Municipal Corporation and all the Maintenance & other charges/amounts payable to the Maintenance Society/ Association.
- xvii. The Purchaser hereby declare that he/she/they is/are aware of the fact that the Private rights to use the Terrace attached to offices on the ____Floor & ____Floor viz. Office Nos. ____ to ____ shall be given to the Purchaser of such offices and all other members, except the purchasers of above mentioned Offices, hereby revoke their right to use those terraces and all members of the said Building shall have the Right to Use the Common Terrace above the Top Floor. **The promoter shall have not any claim on FSI, additional FSI & terrace rights after building usage permission has been obtained, such right if any will be owned by the Association of Purchaser.** The Purchaser hereby grants his/her/their irrevocable consent for the same and undertakes that he/she/they shall not raise/ initiate any dispute/litigation etc. in this regards.

[7] A co-operative service society in the name & style as "_____"(hereinafter referred to as the Service Society') has been formed & registered/shall be formed & registered for the administration & management of the common areas/amenities/facilities of the said scheme. It is agreed by the Purchaser that all common area and common amenities of the said scheme will be occupied by the "Service Society" in fiduciary capacity for the better maintenance of the said scheme and all Unit Purchasers will have to become member of Service Society. All Unit Holders have to pay Maintenance Deposit and Maintenance Charges as decided by the Service Society from time to time and if such charges are not paid by the purchaser than it will result into discontinuation of Electricity and water and the Purchaser and other Unit holders are not entitled to demand their individual share in the common area and in the common amenities and facilities of the said scheme. The Purchaser shall observe and perform all the rules and regulations and regulations of the service society 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 Service Society 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 with the terms of this Agreement.

[8] **That after registration of the said society, the promoter / seller shall hand over the common area of the said project to the said society, after receiving the B.U.**

Certificate or the Completion Certificate or both as case may be, thereafter the promoter / seller shall have no right, interest in the said common area of the said project.

- [9] If any provision of this Sale Deed shall be determined to be void or unenforceable under the act or the rules and regulations made there under or under other applicable law, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to act or the rules and regulations made there under or the applicable law, as the case may be, and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.
- [10] All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- [11] The Stamp Duty, Registration fees, AUDA, AEC, Torrent Charges, Advocate Legal Fees, Government taxes and levies and all other out of pocket and other miscellaneous expenses, in respect of these presents have been borne and paid / shall be payable by the Purchaser.

-: THE SCHEDULE ABOVE REFERRED TO:-
(Description of immovable property)

All that immovable property bearing _____ ,
Admeasuring about _____. **Mtrs.** [Carpet Area as
per RERA] Wash Area_____Sq. Mtrs.,Balcony
Area_____Sq.Mtrs,Open Terrace Area_____Sq.Mtrs and
corresponding Super Built up area admeasuring _____
Sq. Ft. (as per Brochure) situated on the _____floor
of the said “_____”Scheme
with proportionate undivided share in the said land, floated
on the N.A. land admeasuring in aggregate about 3400
Sq. Mtrs. bearing F.P. No. 91 of T.P. Scheme No. 3 -
Ghuma (allotted in lieu of land admeasuring 5666 Sq. Mtrs.
bearing R.S. No. 627 and land admeasuring 6777
sq.mtrs., bearing Revenue Survey No. 501) situated,
lying and being within the Village limits of Mouje :Ghuma,
Taluka : Daskroi within the Registration Sub-District :
Ahmedabad-9 (Bopal) and District
: Ahmedabad. The said Unit is bounded as follows:-

On or towards the East	:
On or towards the West	:
On or towards the North	:
On or towards the South	:

IN WITNESS WHEREOF the parties hereto have hereunto
set and subscribed their hands on the day and year first
hereinabove written.

SIGNED, SEALED AND DELIVERED BY THE VENDOR
RRG Spacelink LLP through its authorized Partner

MR. RONIL PRATIK SHAH

.....

IN THE PRESENCE OF...

1. _____

2. _____

PHOTOGRAPH OF THE PROPERTY

Party of first part/Seller Party of Second part/Purchaser(s)

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RRG SPACELINK LLP	PURCHASER
Through Its Authorized	(NAME OF CUSTOMER)
Partner – Ronil Pratik Shah	

PHOTOGRAPH OF THE PROPERTY

Party of first part/Seller Party of Second part/Purchaser(s)

RRG SPACELINK LLP
Through Its Authorized
Partner – Ronil Pratik Shah

PURCHASER
(NAME OF CUSTOMER)

**ANNEXURE U/S. 32-A OF THE REGISTRATION
ACT**

**SIGNATURE, PHOTO AND THUMB IMPRESSION OF THE PARTY
OF THE FIRST PART**

Name & Sign	Photo	L.H.T. Impression
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RRG Spacelink LLP through its Authorised Partner Mr. Ronil Shah		
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SIGNATURE, PHOTO AND THUMB IMPRESSION OF THE PARTY OF THE
SECOND PART

Name & Sign	Photo	L.H.T. Impression
Purchaser / Buyer		