

SALE DEED

[For apartment being Unit No.]

This Sale Deed (this “**Deed**”) is made at [Gandhinagar] on this _____ day of _____, 20 .

BY AND BETWEEN

KAILASH INFRASPACE PROJECTS LLP, a company incorporated under the provisions of the Companies the LLP Act, 2008, with its LLP Identity Number No.AAM-7753 and having its Registered Office at Bunglow No.1, Kailash Bungalows, Nr. Kailash Kunj, Opp. Devarshi App., Nana Chiloda Ahmedabad – 382 330 in the State of Gujarat and its Corporate Office at Kailash Rejoice 2, Tower A, First Floor, Near Kailash Rejoice Junction, On 24 mtr. TP Road, New Shahibaug, Ahmedabad-382330 in the State of Gujarat (PAN: AATFK5561B), represented by its authorized signatory MR.KAMLESH BACHUBHAI CHAUHAN (Aadhar No.9051-5057-7262) authorized vide board resolution dated 23/08/2018 & MR AJITKUMAR BACHUBHAI CHAUHAN (Aadhar No. 3838-9117-6390), MR MAHESH BACHUBHAI CHAUHAN (Aadhar No.2250-4509-9754) (hereinafter referred to as the “**Promoter**” or “**Owner**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-titles and permitted assigns) of the First Part

AND

1. _____, (Aadhar _____)
spouse/son/daughter of _____, aged about ___ years and
residing at _____
_____ (PAN: _____)

(Hereinafter referred to as the “Allottee” or “Purchaser”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ ~~her~~ heirs, executors, administrators, successors and permitted assigns)

“Parties” shall mean collectively the Promoter and the Allottee and “Party” means each of the Promoter and the Allottee individually.

The term ‘Promoter’ includes the Original Owner (i.e. Co-Promoter), as the context may require, as per the provisions contained under the Act.

All capitalized terms used but not defined herein (including the schedules hereto) shall have the respective meanings assigned to them under the Agreement for Sale (as defined hereinafter).

WHEREAS:

- A. Sale deeds dated **18-01-2023** executed by **Mr. Bachubhai Bababhai Chauhan & Mr. Ajitbhai Bachubhai Chauhan & Mr. Kamlesh Bachubhai Chauhan & Mr. Mahesh Bachubhai Chauhan** infavour of **KAILASH INFRASPACE PROJECTS LLP** i.e. Owner/Promoter registered with the Sub-Registrar, Gandhinagar on **18-01-2023** under Serial No.**2491**, the previous Owners have sold and conveyed the piece or parcel of free hold Non Agricultural Use land bearing Survey/ Block No.**159/002** admeasuring **5565** sq. mtrs. which has been allotted Final Plot No. **233/2** admeasuring **3339** sq. mtrs. of TPS No.241 of Mouje Chiloda (Naroda) of Taluka Gandhinagar in the Registration District Gandhinagar and Sub-District Gandhinagar in the State of Gujarat and more particularly described in **Schedule-“A”** hereunder written (the “**Project Land**”).;
- B. The Promoter has developed [*commercial /residential*] project known as ‘**KAILASH AURA**’ and more particularly described in **Schedule-“II”** here under written (the “**Project**”).
- C. The Promoter has registered the Project under the provisions of the Act with the Regulatory Authority at GANDHINAGAR on **DD-MM-YYYY** bearing Registration No. _____.
- D. The Allottee had applied for allotment and to purchase a unit/ apartment in the Project and has been allotted:

- (a) Unit being apartment no. _____ having carpet area of _____ sq.mtrs., on _____ floor in Block No. ____ (the “**Building**”) of the Project;
- (b) Exclusive verandah area admeasuring around _____ sq. mts.,
- (c) Undivided proportionate right, title and interest in the Common Areas and Facilities admeasuring _____ sq. mtrs.

and more particularly described in **Schedule-“III”** hereunder written (hereinafter collectively referred to as the “**Apartment**”) being constructed in the Project, by the Promoter.

- E. By an Agreement for Sale dated [_____] executed by and between the Promoter and the Allottee and registered with the Sub-Registrar, Gandhinagar on [_____] under Serial No. [_____] (the “**Agreement for Sale**”), the Promoter had agreed to sell the Apartment to the Allottee and the Allottee has agreed to purchase the Apartment on the terms and conditions contained therein.
- F. As per the terms and conditions of the Agreement for Sale, the Promoter has completed the construction and development over the Project Land and in process of acquiring Occupancy Certificate/ Building Use Permission issued by [AUDA /AMC] (the “**Occupancy Certificate**” or “**BU Permission**”) for the Project
- G. The Promoter has made available to the Allottee all the requisite details of the Project/ Apartment including but not limited to:
 - a. Details of the Project;
 - b. The plans duly approved by AMC;
 - c. Permission for construction granted by AMC as per it's letter dated 20/03/2023;
 - d. Permission for non-agricultural use of the Project Land; Collector, Gandhinagar.
 - e. Title clearance report obtained from **Shri Jani & Co.**, Advocate at Ahmedabad.
 - f. Building Use Permission dated DD/MM/YYYY obtained from AUDA/AMC.

and gave specifications of the Apartment and other details in respect of the common infrastructure, amenities, services of the Project for the common use of the apartment holders/ allottees to form part of the Project;

- H. The Purchaser has paid the Total Consideration of **Rs._____/- (Rupees _____ Only)** for purchase of the Apartment on or before execution of these presents;
- I. The Purchaser has minutely satisfied himself / herself /itself about the title of the Vendor in respect of the Project Land from his/her/its own assessment and through his/ her/ its own legal adviser/ Advocate(s)
- J. In view of the above and at the request of the Purchaser, the Vendor has entered into this Deed to convey, assign and transfer the said Apartment to the Purchaser in the manner as recited under these presents.

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

1. In pursuance of the said Agreement for Sale and in consideration of **Rs._____/- (Rupees _____ Only)** (the “**Total Consideration**”) paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor hereby admits and acknowledges and of and from the same and every part thereof both forever acquit, release and discharge the Purchaser) the Vendor both hereby, subject to the bye-laws, rules and regulations of the Maintenance Society, formed or to be formed by the allottees of the Project, grants, transfers, conveys and assures unto the Purchaser:

(a) ALL THAT:

- i. Apartment being Unit No. _____ having carpet area of _____ sq. mtrs., on _____ floor in Building Block No. ____ of the Project;
- ii. Exclusive verandah area admeasuring around _____ sq. mts., and
- iii. Undivided proportionate right, title and interest in the Common Area and Facilities admeasuring _____ sq. mtrs.

and more particularly described in the **Schedule– III** hereunder written and delineated on the plans thereof annexed hereto at **Annexure-A** and thereon shown surrounded by red colored boundary lines, in the plan, together with

- (b) undivided share, right, title and interests in all the edifices, courtyards, areas, compounds, sewers, drains, ditches, fences, trees, plants, ways, paths, passages, common gullies, wells, waters, water courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances thereto or at any time

heretofore usually held, used, occupied or enjoyed or reputed or known as part thereof

(all the estate right, title, interest, benefit, claim and demand whatsoever both at law and in equity of the Vendor hereby granted, as aforesaid, are hereinafter collectively referred to as the "**Apartment**") AND TO HAVE AND HOLD the Apartment hereby granted, conveyed, transferred and assured or intended so to be with him/ her/ it and every of their rights, members and appurtenance unto and to the use and benefit of the Purchaser for ever to be held as heritable and transferable, subject to the provisions of the local laws and the bye-laws of the Maintenance Society and rules and regulations applicable thereon, and further subject to the payment of applicable rents, taxes, assessments, rates and duties in relation to the period from the date of possession of the Apartment.

2. The Vendor hereby for itself/ himself/ herself, its/his/her heirs, executors, successors and assigns covenant with the Purchaser that it/his/her has good right, power and absolute authority to grant, transfer, release and assure the Apartment unto and to the use of the Purchaser free from all encumbrances AND that the Purchaser shall and may at all times hereafter peaceably and quietly enter upon, hold, occupy, possess and enjoy exclusively the Apartment hereby granted, conveyed, transferred and assured so to be with the right to receive the rents, income and profits thereof and of every part thereof for his/her/its own use and benefit without any suit, eviction, interruption, obstruction, claim and demand whatsoever from or by the Vendor, his/her/its heirs/ successors-in-title, or any of them or any person or persons lawfully or equitably claiming under or in trust for him/her/it or them or any of them.
3. The Apartment is free from encumbrances and charges and the Vendor shall keep harmless and indemnify the Purchaser of, from and against all former and other estates, titles, charges and encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Vendor.
4. The Vendor shall from time to time and all times hereafter at the reasonable request of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for the better and more perfectly assuring the Apartment and every part thereof unto and to the use of the Purchaser or his/her/its heirs, executors, successors-in-title, assigns, at the cost and expenses of the Purchaser.
5. The Vendor both hereby covenant with the Purchaser that it shall handover the maintenance and management of the Common Areas and Facilities to the Maintenance Society and shall handover all documents mentioned in the **Schedule-IV** hereunder written (the "**Documents of**

Title”) after all the apartments within the Project are sold, for their custody and records. Unless prevented by fire or inevitable accident, the Maintenance Society will upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced from time to time or at all times hereafter to the Purchaser or his/ her/ its Advocate or at any trial, commission, examination or otherwise, as occasion shall require, all or any documents mentioned in the Documents of Title for the purpose of showing title to the Project Land described in the **Schedule-I** hereunder written. The Vendor, before handing over the maintenance and management to the Maintenance Society, will furnish to the Purchaser and every such other party or parties as aforesaid, such true copies or extracts of the said documents or any of them as the Purchaser or such other party or parties may require.

6. It is hereby declared and agreed that the Vendor shall deliver the Documents of Title, as mentioned above, to the Maintenance Society, who shall thereupon enter into with and to deliver to the person or persons for the time being entitled to the benefit of the covenant for production of documents hereinbefore contained and furnishing copies of the Documents of Title which shall have been so delivered to the Maintenance Society and hence forth the covenant hereinbefore contained shall become void so far as relates to the production of the Documents of Title covenanted with the Vendor.
7. The Purchaser for himself/herself/itself, his/her/its executor and administrators both hereby covenant with the Vendor and other apartment owners in the Project that the Purchaser shall:
 - (a) abide by the bye-laws/ memorandum and articles of association of the Maintenance Society formed/ to be formed for the said Project and shall pay his/her/its proportionate share of expenses for the same;
 - (b) use the Apartment for residential ~~or commercial~~ purpose only;
 - (c) not ask for a partition or division of land, building and common amenities, facilities, services etc. by metes and bounds of the Project Land;
 - (d) not do any act which would jeopardise the safety or soundness of the property or reduce the value thereof;
 - (e) abide by the terms and conditions contained under the Agreement for Sale and the **Schedule-V** mentioned hereto.
8. The Allottee shall insure and keep insured the Unit against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or all other

risks to the full value thereof, and offer the insurance money to the Maintenance Society for the repairs, rebuilding or reinstatement of the Unit as may be required.

9. If by force majeure conditions including natural calamities, accidents, foreign attacks, earth quakes or like other uncontrolled events and causes, the said Building is destroyed, demolished or damaged, the Purchaser accept that he/she/it shall not have any independent right in land to construct his/her/its apartment but shall have only right to get his/her/its apartment of the same area and on the same floor reconstructed or repaired jointly with other apartment owners at his/her/its own cost.
10. The Purchaser is entitled to use and utilize only the Apartment and will use Common Area and Facilities jointly with other apartment owners, without causing any nuisance, annoyance, obstructions, etc. to others and will not obstruct passages either by storage of articles, things etc. or likewise create obstacles and he/she/it will also not cause nuisance, annoyance by throwing dirt, garbage or other refuse in the compound, passage or at common place of the Building/ Project.
11. The Vendor records that it has handed over the actual, physical, vacant and peaceful possession of the Apartment to the Purchaser.
12. The Project Land does not fall under the disturbed area and hence, provisions of The Gujarat Prohibition of Transfer of Immoveable Property & Provision for Tenants from Eviction from Premises in Disturbed Areas Act, 1991, do not apply to the same.
13. All the other terms and conditions agreed by the Allottee in the Agreement for Sale shall, *mutatis mutandis* also apply to this Deed, unless inconsistent with the terms and conditions contained under this Deed.
14. All the schedules contained under this Deed shall form an integral part of this Deed.
15. IT IS HEREBY agreed by and between the Parties hereto that the Purchaser has exclusively borne the expenses of stamp duties, registration charges, typing charges, Advocate's fees etc. in respect of the aforesaid sale.
16. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**
The Promoter hereby represents and warrants to the Allottee as follows:
 - (i) The original Owner has clear and marketable title with respect to the Project Land as declared in the Title Report, copy of which already handed over to the allottee. And have to carry out development upon the Project Land and the said project land is in absolute possession on Owner/Promoter.

- (ii) Further on or before the execution of sale deed, promoter/Owner will get released said Flat from the charge of State Bank India and No Dues and Charge Release Certificate will be handed over the Allottee. Further installment paid by the allottee towards the purchase price of unit, will be directly paid to said project loan account and before execution of sale deed of unit, the said unit will become free from charge of Bank.
- (iii) The Promoter has lawful rights and requisite approvals from the Authority to carry out development of the Project and shall obtain requisite Approvals from time to time to complete the development of the Project.
- (iv) All Approvals issued by the Authority with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, all Approvals to be issued by the Authority with respect to the Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project.
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee, may prejudicially be affected.
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the Project including the Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement.
- (viii) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Authority up to the Scheduled Possession Transfer Date.

However, on and from the Scheduled Possession Transfer Date, the Allottee shall be liable to pay all the applicable payments and charges in respect of the Apartment..

- (ix) No notice from the Authority (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the Title Report.

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS DEED TO BE EXECUTED BY THE HAND OF THEIR RESPECTIVE AUTHORISED OFFICIALS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the
Within named Vendor
KAILASH INFRASPACE PROJECTS LLP
by the hand of **MR. AJITBHAI BACHUBHAI CHAUHAN**
Partner of the Developer

SIGNED AND DELIVERED by the
Within named Vendor
KAILASH INFRASPACE PROJECTS LLP
by the hand of **MR. KAMLESH BACHUBHAI CHAUHAN**
Partner

SIGNED AND DELIVERED by the
Within named Vendor
KAILASH INFRASPACE PROJECTS LLP
by the hand of **MR. MAHESH BACHUBHAI CHAUHAN**
Partner, in the presence of:

- 1. _____
- 2. _____

Received from the Purchaser a sum of **Rs.**_____-/- (**Rupees** _____ **only**) by the Vendors as under :

Amount	Cheque /EFT	Date	Bank Name	Bank Branch & City
000=00	Total			

Being the Total Consideration paid by the Purchaser to the Vendor as aforesaid.

WE SAY RECEIVED

SCHEDULE-I

(Description of the Project Land)

All that piece and parcel of freehold non-agriculture land situate, lying and being at Nana Chiloda bearing Survey/Block No. **159/002** admeasuring **5565** sq. mtrs. which has been allotted Final Plot No.**233/2** admeasuring **3339** sq. mtrs. of TPS No.241 of Mouje Nana Chiloda of Taluka Gandhinagar in the Registration District Gandhinagar and Sub-District Gandhinagar in the State of Gujarat and bounded as under :-

On or towards the East by : Serve Number 158
On or towards the West by : Road
On or towards the North by : Serve Number 159/001
or towards the South by : Serve Number 160

SCHEDULE-II

(Description of the Project)

Name	Particulars
Name of Project	Kailash AURA
Type of Project	Residential & Commercial (Mix Development)
Nos. of Wings / Building	02 (A & B)
Nos. of Floors	11 Floors
Nos. of Residential Apartments	95 Units
Nos. of Shops	07 Shops
Total Carpet Area	7869.62 Sq. Mtrs
Total Exclusive Area	748.36 Sq. Mtrs
Total COP	334.36 Sq. Mtrs.
Internal Road	RCC Road
At ground level total Non-Tower area	Cover With RCC Surface except plantation area.

SCHEDULE-III

(Description of the Apartment)

ALL THAT premises being Residential Apartment No._____ on the ____Floor, wing ____, having carpet area admeasuring about _____ sq. mts. or thereabouts of the building known as "**Kailash AURA**", located at **Near Kailash Rejoice, New Shahibaug, Nana Chiloda, Ahmedabad-382330** constructed on the Project Land more particularly described in the Schedule-A herein above written together with (a) _____ sq. mtrs. Undivided share, right, title and interests in Common Area and Facilities developed thereon, (b) exclusive verandah/wash area admeasuring around ____ sq. mts., (c) exclusive balcony area admeasuring around _____ sq. mts., and the said Apartment is bounded as under:

On or towards East by :

On or towards West by :

On or towards North by :

On or towards South by :

The said Apartment is delineated by red colour boundary lines on the plan annexed as **Annexure-A** hereto.

SCHEDULE-IV

(List of Documents)

1. Original Sale Deed dated [_____] executed by [Sub-registrar S.R.O. Gandhinagar] in favour of the Promoter and registered with the Sub-Registrar, [Gandhinagar] on [_____] under Serial No.[_____];
2. Original Non Agricultural Order No. 2010/06/03/071/2022 dated 24/08/2022 passed by [Collector, Gandhinagar] for the Project Land;
3. Original Development Permission/Commencement Certificate (Rajachitthi) No. 07620/190123/A6858/R0/M1 & 07621/190123/A6858/R0/M1 dated 20/03/2023 issued by [AMC];
4. Original Layout Plan approved by AUDA on 20/03/2023;
5. Copy of Registration Certificate dated DD/MM/YYYY issued by the

Gujarat Real Estate Regulatory Authority;

6. Airport NOC No. AHME/WEST/B/122022/732552 dtd. 02-01-2023
7. Building Use Permission dated DD/MM/YYYY obtained from AMC

SCHEDULE-V

(General Terms and Conditions)

1. The Purchaser shall use the Apartment for the Residential purpose only.
2. The scheme of the Project shall always be known as "**KAILASH AURA**" and this name shall not be changed in any circumstances.
3. The Purchaser has verified the Project site and the Apartment and declare that:
 - (a) The Apartment is duly complete in all respect, and in a good, proper and complete condition with fixtures, fittings, electrical wiring and other required amenities, facilities and services as per the plans, specifications and designs;
 - (b) The Purchaser has no complaint or grievance of any nature whatsoever for the quality of construction and the materials used by the Promoter;
 - (c) The construction of the Building and the Apartment in the Project in general is in accordance with the plans, specifications and design and detailed drawings seen and confirmed by the Purchaser and he/she/it has no complain, dispute or grievance for the same or any part thereof.
 - (d) Further it is not out of place to mentioned here that Owner/Builder already informed to the purchaser and purchaser has also came to know that, it is not intentionally done by the Owner/Builder/Developer but sometimes and with some units, due to some unavoidable reason, work style of labor, contractor and sometime due to material type, there might be some variation found in actual construction area/measurement, which may be approximately around 50 sq fts., from the area mentioned Agreement to Sale and brochures or shown at any other place including approved plan. In addition, the same is not in control of Builder. Thus, variation in the construction area is acceptable at all time by the Purchaser and purchaser is agreed for the same. Further Purchaser also agreed and confirmed and indemnify the builder that he/she/they will never take any legal action against builder for the same and will not file any suit/case before any authority including

GUJRERA and/or before any court/tribunal, as is very well aware of the said fact.

4. The Purchaser agree/s not to subdivide his/her/their Apartment in any manner at any time.
5. The Purchaser shall give and render all assistance and facilities to the Promoter as may be required by the Promoter from time to time including to sign and execute all necessary documents, to enable the Promoter to carry out and complete the development/ improvement of the Project in the manner as decided by the Promoter, from time to time, in its sole and unfettered discretion.
6. The Purchaser shall not put up any signboard, hoarding or any other kind of advertisements on the Apartment/Building/Project.
7. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to the terms and conditions contained under this Deed;
8. The Purchaser, in proportion of his/her/its share, along with other owners/ occupants in the proportions of their shares, shall be deemed to have accepted the following conditions and to bear the following expenses:
 - (a) All rates and outgoing payable, if any, in respect of the Project;
 - (b) The expenses of routine maintenance including painting, white washing, cleaning etc., and provisions of the common services to the Building as set out below:
 - i. Maintenance of the pumped, sanitary and electrical lines common to the Project;
 - ii. Replacement of bulbs in the corridors;
 - iii. Payment of electrical and water charges for common charges;
 - iv. Maintenance of potted plants and landscaped areas in the development;
 - v. Provision of day/night watchman;
 - vi. Maintenance of lift; and
 - vii. The other provisions as prescribed/ to be prescribed by the Promoter/ Maintenance Society.
9. The Maintenance Society has been formed/ shall be formed by the Promoter/ allottees to manage, maintain, monitor, attend and look after the Common

Areas and Facilities; The amenities/ facilities of the project provided/ to be provided by the Promoter as a part of the common facilities within the Project will be maintained by the Maintenance Society and its members at their own costs. The usage terms of aforesaid facilities will also be decided by the said Maintenance Society.

10. Common maintenance fund has been planned to be generated from the purchaser(s) of the apartments in the Project and the income thereof will be utilized to meet the expenses of common electricity bills, salaries, maintenance, repair, replacement, etc. of the common amenities, facilities, services, conveniences and common infrastructure of the Project, and each purchaser for each apartment shall contribute the amount fixed by the Promoter towards such common maintenance fund. The Purchaser shall pay recurring maintenance charges as decided under the rules framed by the Maintenance Society, from time to time.
11. The Purchaser is liable to pay maintenance charges to the Maintenance Society as long as the Purchaser and/or his/her/its heirs/successors/ assigns, as the case may be, is holding the Apartment.
12. The monthly maintenance expenses shall be shared by all the residents or apartment owners in proportion to the size of their respective apartments in the Project.
13. In the event the apartment owner/s defaulting in the payment of the above maintenance charges for more than 3 (three) months, the Promoter/Maintenance Society reserves the right to disconnect all civic amenities until receipt of payment from the defaulting owner/s along with reconnection fee plus interest for arrears of the amount.
14. In case the Purchaser defaults in payment of any dues for any common expenses, benefits or amenities in respect of Common Area and Facilities, the Maintenance Society while carrying out the services as contemplated above, shall have the right to remove such common benefits, or amenities from his/her/its enjoyment.
15. The Purchaser shall observe, perform and comply with all the rules, regulations, bye-laws and memorandum and articles of association of the Maintenance Society and which the Maintenance Society may adopt or frame upon its formation and the additions, alterations, or amendments made thereafter for upkeep and maintenance of the entire Project.
16. If the Purchaser chooses to sell/ transfer the Apartment, a no due certificate has to be obtained in advance, before such sale or transfer, from the Promoter or the Maintenance Society, as the case may be.
17. The Allottee/s acknowledges and undertakes to become member in a Society

or the association of the Allottee/s or the competent authority of the said Scheme for the purpose of common maintenance and smooth functioning of the common areas and facilities.

18. The Allottee/s acknowledges that amenities/ facilities as promised by the promoter from time to time through different modes has been provided by the Promoter in the project for enjoyment of the members of the Project and their family members in good faith and usage of the same safely and properly is their responsibility. The Promoter in no event shall be held responsible for accident, injury, death (if any) occurs while using the aforesaid amenities/ facilities by the Allottee and/or any other person. Neither the Maintenance Society nor any member or their family members or their representatives shall raise any objections against the Promoter for the same in future.
19. The Promoter may obtain insurance for the development during the construction phase of the Project and after completion/ handover of the Project, the Maintenance Society, as per its discretion, may obtain insurance for the Building, super structure and other common infrastructures.
20. The Purchaser shall have the right to get water, electricity, sewerage and other connections to the Apartment through the main pipes, wires, sewer lines, drain and water courses, cables and wires which are provided or may at any time be provided in the Project.
21. It is specifically agreed that the Purchaser shall be entitled in common with the purchaser(s) of the other apartments in the Project to use and enjoy the Common Areas and Facilities viz:
 - (a) Entrance and common passages including roads;
 - (b) Common facilities including garden and park;
 - (c) Civic amenities.

Subject to terms and conditions prescribed/as may be prescribed by the Promoter and/or the Maintenance Society.

22. The Purchaser shall have no claim with respect to any part of the scheme/ Project, basement, hollow plinth, parking, common amenities, terrace, open margin land, common open areas, balance - future - expected - floating FSI, right to put up construction in future, lift, lift well, staircases, lobbies, passages and all and every other areas and spaces, all amenities, facilities, services and utilities, save and except the Apartment and limited conveniences for use, occupation and enjoyment thereof;

The Promoter shall not have any claim over F.S.I., additional F.S.I and Terrace rights after Building Use Permission has been obtained. Such rights if any will be enclosed by the society of buyer.

23. The Purchaser shall have the right to get water, electricity, sewerage and other connections to the Apartment through the main pipes, wires, sewer lines, drain and water courses, cables and wires which are provided or may at

any time be provided in the Project

24. The Apartment shall be used, occupied and enjoyed subject to the terms and conditions contained under the Agreement for Sale and other rules as may be framed by the Promoter/ Maintenance Society. The Purchaser shall perform, observe and abide by the same.
25. If any additions or alterations in or about or relating to the said Project of which the apartment forms part are hereafter required to be carried out by any Authority, the same shall be carried out by the holders of the apartments at their own costs and expenses and the Promoter shall not be liable or responsible in any manner for the same;
26. The Apartment shall be kept properly and adequately insured by the Purchaser and the Promoter shall not be liable or responsible for any event/ loss/ damages caused on account to the same;
27. The Purchaser agrees that any delay in enforcing the terms and conditions herein shall not be considered as a waiver on the part of the Promoter or Maintenance Society or any other interested person;
28. The Purchaser of the Apartment will not use or permit to be used the Common Area and Facilities for waiting, storage or keeping any articles or things or in any other manner unless otherwise specified for the same.
29. The Purchaser has specifically agreed to indemnify and keep indemnified the Promoter in respect of what has been agreed, confirmed, represented and covenanted by the Purchaser, and in respect of any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any dispute, challenge, breach, violation, delay or default concerning the same by the Purchaser.
30. The Purchaser shall not at any time cause any annoyance, inconvenience, or disturbance or injury to the occupiers of other apartments and the Purchaser specifically shall not :
 - (a) Close the passage parking spaces and other Common Areas and Facilities.
 - (b) Default in payment of any common expenses for maintenance of the Project.
 - (c) Create nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - (d) Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, noxious, dangerous or combustible in nature.

- (e) Use the Apartment or portion thereof for purpose other than the purposes for which it is allotted to the Purchaser and / or to use for any illegal or immoral purposes.
- (f) Enter or trespass into the parking areas, garden areas, not earmarked for general common use.
- (g) Create any nuisance or disturbance or misbehave in the matter of enjoyment of common facilities in the Project.
- (h) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Project.
- (i) Put up any construction/ erection/ partition (whether temporary or permanent) in the private or common garden areas/terrace/ parking.
- (j) The Purchaser shall not object for usage of garden areas, and the Common Areas and Facilities by owners/occupants of other apartments adjoining his/her/its Apartment.
- (k) In case of failure to pay recurring maintenance, allottee is entitle to pay with Interest all due maintenance. If allottee fails to pay three consecutive recurring maintenance dues then all sum will be deducted from allottees maintenance deposit.

31. Use of Car Parking Space

- (a) The Architect of the Project has planned for parking the vehicles;
- (b) The Purchaser of the Apartment has been given reserved parking area to park their vehicle along with the Apartment or open parking area to park their vehicle in common with other apartment owners as per terms of Agreement for Sale;
- (c) The holders of the other apartments, including the Purchaser will park their vehicles in such parking area in a manner which shall not cause any nuisance or disturbance to the others, and in accordance with the parking rules that may be framed by the Promoter or Maintenance Society;
- (d) The Purchaser accepts and confirms such parking arrangement without any reservation, restriction, dispute or objection;
- (e) These parking arrangements shall be binding upon the Purchaser and other apartment owners in the Project;
- (f) The Purchaser confirms that the reserved parking area shall be used only for the purpose of parking vehicles and not for any other purpose;

- (g) The Purchaser hereby agrees to refrain from using the car parking space for the purpose of parking any heavy vehicles or to stock any goods whatsoever.
 - (h) The Purchaser shall not use the car park in any manner that would adversely affect any of the constructions made in the Project;
 - (i) The Purchaser shall give right of passage to the agents/ licensees/ workmen of other owners of car parking spaces in the Project for the purposes of repairing/cleaning/maintaining any of the common amenities provided at all times, on notice.
32. The Purchaser(s) shall permit the Promoter and/or Maintenance Society and /or their agents with or without workmen at all reasonable times to enter into and upon the Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and conditions all services, drains, structures, or other conveniences belonging to or servicing or used for the Project and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires etc. in the common areas of the Project and also for the purpose of disconnecting the supply of water and electricity, etc., to the premises or other common areas of the Project or to the occupiers of such apartment, as the case may be, who have defaulted in paying the share of the water, electricity and other charges.
 33. The Purchaser has relieved and discharged the Promoter in respect of all the performances under the contract;
 34. The terms and conditions contained under this Schedule are in addition to the terms and conditions contained under the Agreement for Sale executed by the Purchaser with the Promoter.
 35. Further the sale price of each units may be varied and the said price has been fixed on the basis of stage of completion of work of unit at the time of booking, circumstances, situation, preferences, cost increment in raw materials such as steel, cement, bricks etc. and unavoidable and unexpected expenses which may be arise during construction work and payment conditions that affects company.
 36. Further Flat owners of the scheme, will not stick any banner, pamphlet or any advertisement articles things on the lobby, gallery, balcony of his own flats also in the common open space of society / scheme or on the main gate of society. The owner of flat shall not be permitted to put up anything or the closing or encroaching of passages or lounges or balconies or veranda's and shall not put any name boards.
 37. The running recurring Maintenance of the Society for the allotted

Apartment/ shop starts either from the month of registration or the month of possession of allotted apartment whichever is earlier.

38. Further open space in front of shops is given for common use for all the shops owners and same will always be kept open and shall be used for parking of owner, employee and customers of shops. Further no shop owner will construct any ruffling shed over and above the said open space and will not modify shop or not make alternation by constructing temporary or permanent above front open space as also shall not be put anything or the closing or encroaching the open space.
39. If within a period of five years from the date of handing over the apartment to the allottee the allottee brings to the notice of the promoter any structural defect in the apartment or the building in which the apartment are situated or any defects on account of workmanship, quality or provision of service,. Then, wherever possible such defects shall be rectified by the promoter at his own cost and in case it is not possible to rectify such defects, then the allottee shall be entitled to receive from the promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot attributable to the Promoter or beyond the control of the Promoter.
40. Dispute Resolution: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder..

41. SEVERABILITY

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

SCHEDULE AS PER REGISTRATION ACT-21

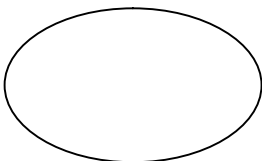
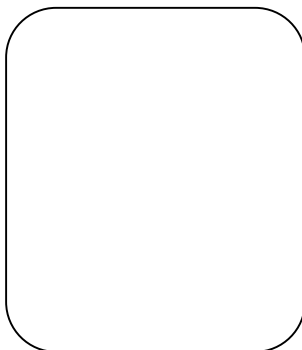
Postal Address: **“Kailash AURA”**, Near Kailash Rejoice, New Shahibaug, Nana,
Chiloda, Ahmedabad – 382 330. Gujarat.

SCHEDULE AS PER REGISTRATION ACT-21

Postal Address: “Kailash AURA”, Near Kailash Rejoice, New Shahibaug, Nana,
Chiloda, Ahmedabad – 382 330. Gujarat

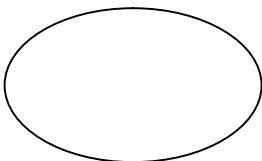
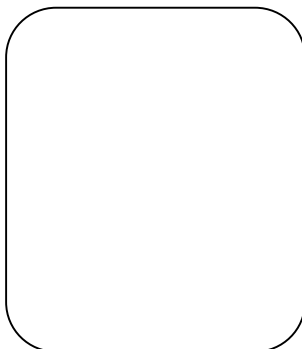
SCHEDULE AS PER REGISTRATION ACT-32 (A)

SIGNATURE, PHOTO AND LEFT HAND THUMB OF THE VENDOR



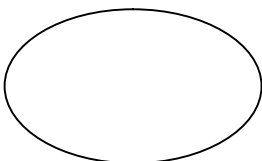
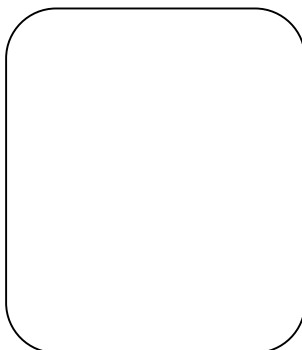
1. MR. AJITBHAI BACHUBHAI CHAUHAN

SIGNATURE, PHOTO AND LEFT HAND THUMB OF THE VENDOR



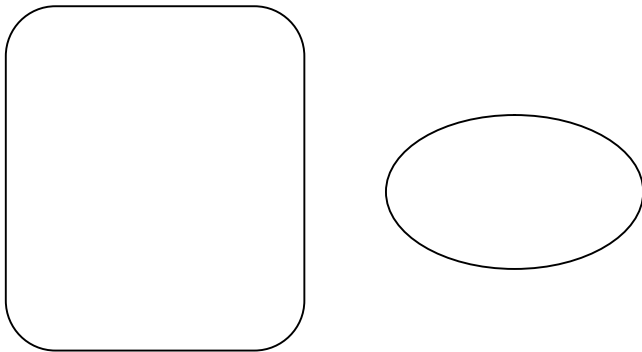
2. MR. KAMLESH BACHUBHAI CHAUHAN

SIGNATURE, PHOTO AND LEFT HAND THUMB OF THE VENDOR



3. MR. MAHESH BACHUBHAI CHAUHAN

SIGNED, PHOTO AND LEFT HAND THUMB OF PURCHASERS



1. MR. _____

in the presence of:

- 1.
- 2.