

SALE DEED

FIRST PARTY

THE VENDOR

CARVE HOMES LLP, a Limited Liability Partnership Firm, [PAN: _____], having its registered office at 304, Abhishek Shopping Sector No.11, Gandhinagar through its Authorized signatory _____, aged adult, residing at _____, Gandhinagar.
(Hereinafter in this Sale Deed referred to as the “**THE OWNER**” and/or “**THE DEVELOPER**”

and/or “**THE VENDOR**” (which expression shall unless it be repugnant to the context meaning thereof be deemed to its successors and assigns) of the **FIRST PART**.

SECOND PARTY

THE PURCHASERS:- [1] _____, PAN NO.: [____],
Aged about _____years; And

[2] Mr. _____, PAN NO.: [____],
Aged about _____years, Both presently
residing at _____.

(Hereinafter in this Sale Deed referred to as the
“**SECOND PARTY**” or “the **PURCHASERS**”,
which expression shall unless it be repugnant
to the context or meaning thereof be deemed to
mean and include the said **PURCHASERS**,
their heirs, executors, administrators, agents,
successors, legal representatives and assigns)
of the Second Part.

The First Party and Second Party shall individually be referred to as Party
and collectively as Parties.

WHEREAS:

(A) WHEREAS the VENDOR herein is absolute owner-occupier and is
seized and possessed of and/or otherwise well and sufficiently
entitled to all those pieces or parcels of Non Agricultural land
bearing Final Plot no.138 (old survey no. 411/2) admeasuring 2654
Sq. mtrs forming part of Town Planning Scheme no.7 (Sargasan-
Kudasan-Por) situate, lying and being at Mouje – Sargasan, Taluka
Gandhinagar, District Gandhinagar in the Registration Sub-District
Gandhinagar hereinafter referred to as the said “**Project Land**” and
in the revenue record the said lands stands in the name of the

VENDOR herein and the details are more particularly described in **SCHEDULE-I** hereunder written.

- (B) That the VENDOR herein has purchased the Project Land from its previous owners (1) Vandna Jasubhai Patel; (2) Dinesh Valjibhai Santoki; (3) Jawahar kalabhai Santoki; (4) Romanch Bipinbhai Bhatt; (5) Nimit Pramukhbhai Patel and (6) Dineshkumar Pravinbhai Patel, vide a sale deed 24-08-2017 registered before the Sub Registrar of Gandhinagar at serial no. 13082 on 24-08-2017. Upon such sale deed, the VENDOR herein has been put in quiet, vacant and peaceful possession of the said Project Land.
- (C) That the Non Agricultural Use Permission for residential purpose for the said Project Land has been granted by the District Collector, Gandhinagar vide his order 25-03-2017 bearing no. CB/Jamin/N.A./S.R.-73/16/Vashi. 5650 to 5664/2017.
- (D) AND WHEREAS the VENDOR has got the plans for construction of residential buildings on the said Project Land sanctioned from the Gandhinagar Urban Development Authority (GUDA) and following development permissions have been issued in this regard bearing Rajachitti No._____ ("**Development Permission**").
- (E) That as per the said approved plan the VENDOR has commenced development of the said Project Land and started construction of Residential Project named "**THE PALM**" (hereinafter referred to as said "**Project**"). The Project consists of only one Building consisting of 2 (Two) basements, hollow Plinth and Fourteen floors having total 83 numbers of Apartments and the construction detail is per Development Permission issued by the concerned authority.
- (F) The VENDOR has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter

referred to as the said “**Act**”) and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the said “**Rules**”) with the Real Estate Regulatory Authority at Gandhinagar (hereinafter referred to as the said “**Authority**”) and the said Authority has issued a Registration Certificate of Project dated _____ bearing reference no. _____.

- (G) As per the said approved plans, the Development work of the said Project on the said Project Land is completed and the Building Use (BU) permission bearing number _____ dated _____ has been received from the concerned authority.
- (H) The VENDOR has given copy of the approved plans, Commencement Certificate issued by GUDA, copies of Sale Deed in favour of VENDOR, its Index No. 2, and Village 7-12 Forms, NA Permissions, and all relevant title documents etc. to the PURCHASERS herein. The PURCHASERS have also verified the documents filed/uploaded by the VENDOR with the Real Estate Regulatory Authority. The PURCHASERS have carefully inspected and studied the same, got them scrutinized and examined by their lawyers, and are fully satisfied about them. That the PURCHASERS are fully satisfied about the right, title and interest of the VENDOR and its predecessors-in-title with respect to the said Project Land on which the said Project is constructed as well as development permissions granted by competent authority. The PURCHASERS confirms that no further investigation is required in this regards and will never raise any objection in future.
- (I) The VENDOR and PURCHASERS had negotiated for the sale of **Unit** being Apartment bearing No. _____ totally admeasuring about _____sq. mtrs (breakup as shown in the table below) situated on the _____Floor in “**THE PALM**” Project, belonging

to the VENDOR and more particularly described in the **SCHEDULE-II** written hereunder (hereinafter referred to as the said “**Property**” or the said “**Unit/Apartment**”) for the Purchase Consideration of **Rs._____/- (Rupees _____only)** (hereinafter referred to as the said “**Purchase Consideration**”). The detail of the carpet area (As per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASERS) to the said Property is as follows:

Unit No	Carpet Area Sq mtr	Balcony Area Sq mtr + Wash Area Sq mtr	Total Area Sq. mtr	Proportionate Undivided land Sq. mtr

(hereinafter referred to as the said "**Attached Area**") in the Project known as “**THE PALM**” situated on the said Project Land for the consideration and on the terms and conditions herein contained.

- (J) That Thereafter an Agreement for Sale dated _____ was executed between the Parties, which was registered before the sub registrar of Gandhinagar, at serial no. _____ dated _____ for the sale of said Property.
- (K) Thereafter the Project Developer being CARVE HOMES LLP has formed a Service Society namely _____Co-operative Housing Service Society Limited for management and maintenance of the said Project (hereinafter in this Sale Deed shall be referred to as the said "**Service Society**").
- (L) The said Purchase Consideration is calculated on the basis of the Carpet Area of the said Apartment and includes proportionate price of the common areas and facilities of the said Project. The

nature, extent and description of the common areas and facilities of said Project are more particularly described in the **SCHEDULE-III** hereunder written.

(M) THAT the PURCHASERS have paid the above stated price to the VENDOR in the manner as stated hereunder:-

Amount paid to VENDOR by PURCHASERS

Sr No.	Amount in Rs.	Cheque/DD/NE FT No.	Date	Bank Details
1				
2				
3				
4				
5				
6				
7				
Total		Rs. _____/-(Rupees _____ only)		

I. NOW THIS INDENTURE WITNESSETH THAT in consideration of the payment of the said Purchase Consideration of Rs. _____(Rupees _____only) paid as mentioned above by PURCHASERS to the VENDOR being the full consideration payable by the PURCHASERS for the said Apartment more particularly described in the Schedule-II hereunder written; the payment and receipt whereof the VENDOR doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit, release and discharge the PURCHASERS, the VENDOR doth hereby convey, grant, transfer and assure unto the PURCHASERS **ALL THAT** said Apartment (more particularly described in the SCHEDULE-II hereunder written) **TOGETHER WITH** the right to use common areas and

facilities of the Project (more particularly described in the SCHEDULE-III hereunder written) appurtenant to the said Apartment proportionately with other owners of various units in the Project **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the VENDOR in to out of or upon the said Apartment or any part thereof **TO HAVE AND TO HOLD** the said Apartment hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances **UNTO AND TO THE USE AND BENEFIT** of the PURCHASERS for ever as full owner as members of the Service Society and subject to the rules, regulations and resolutions of the said Service Society and also subject to the terms and conditions stated in this Deed and in other agreements/deeds made in respect of this Apartment.

II. The PURCHASERS are aware that, the entire land on which the said project is constructed will be eventually held by the all the purchasers of the units in the said Project. The PURCHASERS are aware that the other units situated in the Project shall be transferred in future and agreements and Sale deeds/Conveyance deed will be made in favor of such other buyers and hence all the owners shall have undivided interest in the common facilities, areas and amenities and shall be entitled to use and enjoy them jointly.

III. That quiet, vacant and peaceful possession of the said Apartment described in Schedule-II is delivered by the VENDOR herein to the PURCHASERS today and the PURCHASERS acknowledges the delivery of the said Apartment in good and proper condition. However, the said Apartment shall be put to use only after the receipt of B.U. Permission. The PURCHASERS have verified and are satisfied with the quality of construction, specifications, fixtures, fittings, project amenities and facilities, etc. and they shall not raise any objections/claims in this respect in future. The

PURCHASERS have also verified the physical condition of the said Apartment and are satisfied with the same. The PURCHASERS have completely satisfied themselves with regards to the measurement of carpet area of the said Apartment and have no objections in this regard and shall not raise any dispute in future.

IV. AND the VENDOR doth hereby for itself, its successors and assigns COVENANT with the PURCHASERS that notwithstanding any act, deed, matter or thing whatsoever by the VENDOR or any of their ancestors or testators or any person or persons lawfully, or equitably claiming by, from, through, under it or them or omitted or knowingly suffered to the contrary the VENDOR now hath at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the said Apartment hereby granted, conveyed released or assured or intended so to be unto and to the use of the PURCHASERS in the manner aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the Service Society.

V. AND that the PURCHASERS, after obtaining possession of said Apartment from the VENDOR in writing shall and may at all time hereafter peacefully and quietly enter upon, occupy, possess and enjoy the said Apartment and receive the rents and profits thereof and of every part there to and for their use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the VENDOR or any members or any of them or claiming by, from, under or in trust for it or any of them upon fulfillment of and subject to what is stated herein.

VI. AND full and free right liberty and license for the PURCHASERS, their heirs, executors, administrators, agents, successors, legal representatives and assigns for the time being of the said Apartment and they or their tenants and servants and all other

persons authorized in that behalf by them from time to time and at all times after delivery of possession from the VENDOR in writing, by day and or night for all purposes connected with the use and enjoyment of the said Apartment to go, return, pass and re-pass with or without vehicles in, along, over and upon the land of common facilities and approaches subject to what is stated elsewhere in this Deed and rules made by the Service Society from time to time.

VII. THE VENDOR covenants with the PURCHASERS that the said Project Land and construction or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said Apartment and that said Apartment is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the VENDOR has not taken any loan or financial assistance of any nature from anyone by creating charge over the said Apartment or its title deeds on the said Project Land. Therefore the said Property is free from any mortgage or charge.

VIII. The VENDOR hereby covenants to the PURCHASERS that, If within a period of five years from date of Possession of the said Apartment, the PURCHASERS brings to the notice of the VENDOR any structural defect in the Apartment or the building in which the Apartment 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 PURCHASERS 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 case where guarantees and warranties are provided by the third parties, the same shall be extended to the PURCHASERS and to honour 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 Apartment/building/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the PURCHASERS/Service Society, the VENDOR shall not be responsible for any defects occurring due to the same.; or
- e. If the PURCHASERS have defaulted in any of their representations or warranties as mentioned in this Sale Deed.
- f. The Service Society or the individual Purchaser shall adhere to maintenance schedule as prescribed by the Manufacturer/VENDOR.
- g. The PURCHASERS are hereby informed not to use acid for cleaning bath, toilet, wc, kitchen, balcony etc. because usage of acid causes the joints to open/widen resulting in

seepage/leakage. In future if there is any leakage/seepage of water/gutter-line due to usage of acid then the PURCHASERS/Service Society shall be responsible for carrying out such repair work in its Apartment or in the Apartment located on upper/lower floor at their own cost and expense.

- h. The PURCHASERS shall not carry out any alterations of any nature in the said Apartment which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the PURCHASERS shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the VENDOR then the defect liability automatically shall become void.
- i. That the PURCHASERS have been made aware and they expressly agrees that the regular wear and tear of the unit/building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which shall not be deemed to be structural/workmanship defects.
- j. It is expressly agreed that before any liability of defect is claimed by or on behalf of the PURCHASERS, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Sale Deed.

- IX. That the VENDOR has paid and shall pay all kinds of Panchayat taxes, Cesses, Betterment charges and Revenue Taxes etc in respect of the said Apartment up to the date of receipt of BU permission. Irrespective of the date of booking or sale deed execution, the PURCHASERS shall be liable to proportionately pay such taxes, Apartment taxes, cesses, charges, etc for the period post BU permission date. The PURCHASERS shall also be liable to proportionately pay water charges, drainage charges, gas connection charges, internet connection charges or any other connection charges in respect of the said Apartment.
- X. The PURCHASERS hereby undertakes and declare that they are legally entitled to buy the said Apartment under the prevailing laws and have taken necessary permissions for purchase of the said Apartment and have paid the consideration for the said Apartment through legally permissible means. It will be the sole responsibility of the PURCHASERS to abide by the terms and conditions of any such permission. On account of breach of any law or rules by the PURCHASERS, if any fine or penalty or punishment is imposed by any government authority then the same shall be the liability of the PURCHASERS alone and the PURCHASERS hereby completely indemnify the VENDOR in this regards for all times to come.
- XI. The terms and conditions of all other deeds like agreement for sale, application form, etc shall also be binding upon the PURCHASERS and their transferees.

THIS DEED OF CONVEYANCE FURTHER WITNESSES and it is hereby mutually agreed by and between the parties hereto as under:-

The PURCHASERS irrevocably agrees that they have purchased the said Apartment on the following terms and conditions and they covenant with the VENDOR as stated hereunder:-

1. The VENDOR has formed Service Society for management and maintenance of common facilities and amenities of said Project and PURCHASERS shall from time to time sign and execute the application and other papers and documents necessary for the membership of the Service Society. The PURCHASERS shall co-operate and assist the VENDOR for formation of the Service Society and shall become member of the said Service Society by purchasing necessary shares. The PURCHASERS also agrees to abide by the rules, regulations and resolutions of the Service Society which is formed for the management of the said Project and assures that they shall not commit any breach of the same.
2. The PURCHASERS shall observe and perform all the rules and regulations which the Service 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 said building and the Apartment 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 PURCHASERS shall also observe and perform all the stipulations and conditions laid down by the Service Society regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings.
3. It is hereby agreed by the PURCHASERS that as an owner of the said Apartment in pursuance of this deed they shall deposit with the Service Society necessary maintenance Deposit as decided by the Service Society / VENDOR from time to time. The PURCHASERS agrees that subsequently they shall also pay such amount as may be decided by the said Service Society/VENDOR for running or routine maintenance charges. The PURCHASERS shall bear and pay any applicable service tax or GST on such

maintenance charges or deposit payments. Maintenance deposit & running maintenance amount shall be utilized by the said Service Society/VENDOR towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the Project. The Service Society shall also be entitled to use/spend the corpus of the said maintenance deposit fund in case of necessity. The PURCHASERS shall also be required to pay additional amount in future as corpus fund or otherwise if the Service Society so decides to meet with such expenses. In case if the PURCHASERS fails or refuses to make the necessary payments to the said Service Society, the said Service Society shall be entitled to cut off the common services agreed to be given to the PURCHASERS and thereafter the PURCHASERS shall not be entitled to demand such services from the said Service Society and the PURCHASERS shall also be bound to pay interest at the rate as prescribed by said Service Society per month in case of default or delay. The PURCHASERS shall not be entitled to use and demand any services and facilities from the Service Society if they had committed default in payment of maintenance charges.

4. The PURCHASERS shall not use the said Apartment or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes. The PURCHASERS agrees not to obstruct the common areas or passages of the Project or the ground floor margins of the said project or the side margins of the said project by erecting any kind of temporary or permanent structure or placing any kind of furniture or fixtures like cabinets, table, chairs or other such loose materials.
5. That the PURCHASERS shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from

its Apartment in the common passages, balconies, compound or any portion of the said Project. The PURCHASERS shall maintain the esthetics of the Project. The PURCHASERS shall carry out their work relating to installation of furniture and fit outs, maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the project and without causing any damage to the common areas of the building. The PURCHASERS shall not store in the Apartment 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/Apartment is situated or storing of which 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, common passages or any other structure of the building in which the Apartment is situated, including entrances of the Building in which the Apartment is situated and in case any damage is caused to the said Building or the Apartment on account of negligence or default of the PURCHASERS in this behalf, the PURCHASERS shall be liable for the consequences of the breach. The PURCHASERS shall abide by the rules and regulations as may be formed for the entire Project with regards to carrying out the interior work inside the said Apartment and shall also pay any deposit or charges as may be levied in this regards. If the PURCHASERS or their employees, agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Scheme then the PURCHASERS shall be liable to clear such dirt, rubbish, etc at their cost and in addition the VENDOR/ Service Society shall also be entitled to impose fine on the PURCHASERS or their employees, visitors, etc.

6. The PURCHASERS shall not use the said Apartment for non-residential purposes. The VENDOR/ Service Society shall also be

entitled to immediately stop the non-residential use even if such use has begun.

7. That the PURCHASERS shall not use the said Apartment as consulting room of medical professional, doctor's clinic, classes, maternity home, professional office, hostel, preprimary school, paying guest and for any other purpose which may be objectionable to the said VENDOR/ Service Society and other occupiers in the said Scheme.
8. That the PURCHASERS shall maintain at their own costs the Apartment purchased by the PURCHASERS in the same good condition, state and order in which it will be delivered to the PURCHASERS and shall abide by all bye laws, rules and regulations of the government, the Gandhinagar Urban Development Authority, Gandhinagar Municipal corporation and Electricity Company Limited and any other authorities and the Service Society and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Sale Deed.
9. The PURCHASERS or their employees, agents, etc. shall not demolish or do any additions/alterations/modifications of any nature in the said Apartment or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Apartment or the neighbouring premises or the Building and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated. No modifications or changes shall be allowed in the elevation / façade of the Project Building or the colour scheme for all times to

come. The PURCHASERS shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the Service Society. The PURCHASERS may carry out internal civil work (non-structural) with prior written consent of VENDOR/ Service Society and after obtaining prior written opinion of Structural Engineer of repute and also after obtaining prior permission of local authorities however the PURCHASERS shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment.

10. The PURCHASERS shall not alter/change the size and shape of the door, windows, shutters etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling etc of the said Building/Apartment. The PURCHASERS shall install the air conditioners / coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised. In the event the PURCHASERS damage partition walls, common walls, flooring, ceiling etc of the said Building/Apartment then the PURCHASERS shall repair/fix/re-built the same at their own cost subject to the satisfaction of the Service Society.
11. That the PURCHASERS shall not put any Name Plates without the prior written permission of the VENDOR/ Service Society. The VENDOR/ Service Society will provide necessary dimensions and sizes for the Name Plates to be displayed at the entrance of the Apartment. The PURCHASERS shall be allowed to put their Name Plate on the entrance wall/door of their Apartment and shall also follow the instructions of the VENDOR/ Service Society regarding dimension and size of the Name Plates. The PURCHASERS shall never put or install any hoarding, or vinyl or signage or any drape inside the said Apartment which is visible from outside the

building in any manner and the PURCHASERS shall not put or install anything on the façade of the building. Only the VENDOR/Service Society is authorized to put up the PURCHASERS name along with all other members/occupiers of the Project at a designated place on the ground floor foyer of the Building.

12. That as per the rules of the local authority and norms of the Fire Department, a Fire Fighting System has been installed in the Project Building. The PURCHASERS hereby confirm that the responsibility for the maintenance, repair and proper up – keep of the said system shall be that of the members residing in the Project and any loss, damage, injury, accident, death caused by a fire break out or due to functioning/ non functioning of the fire fighting system shall be the sole responsibility of the PURCHASERS and no demand/action/claims whatsoever in respect of the same shall be made against the VENDOR or the Service Society. The PURCHASERS are hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/PURCHASER of a building to ensure that the fire prevention and safety provisions in a building are kept in good working conditions at all times. It will be the responsibility of the owners / PURCHASERS of the project to obtain a Periodic Inspection and Maintenance Certificate from the Fire Protection Consultant. Also it shall be the responsibility of the Owners / PURCHASERS to take renewals of Fire System licenses at their own cost from the competent authority. The PURCHASERS hereby confirm to abide with the statutory requirements in this regards.
13. THAT the PURCHASERS shall keep insured his Apartment against loss or damage by fire, flood, earthquake, storm, tempest, aircraft

collision, riot, sabotage etc in the full value and the PURCHASERS with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the Service Society or the VENDOR, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the Apartment being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the Apartment.

14. The PURCHASERS are aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchasers. The PURCHASERS are also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the PURCHASERS will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of Service Society. Further the terraces above the top floor of the said Project shall be common terrace where no temporary or permanent construction shall be permissible and shall always be kept open.
15. The PURCHASERS are aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchaser. The PURCHASERS are made aware that the Flat bearing no.202 shall have exclusive terrace rights with respect to terraces located adjoining to their Flat and the purchaser/occupiers of such Flat shall be granted exclusive usage and ownership rights in such terraces however they shall not make any permanent construction thereon. The remaining terrace above each block (except exclusive terrace rights mentioned above), including terrace located above the above referred said Flat shall be

common terrace where no temporary or permanent construction shall be permissible and shall always be kept open. The PURCHASERS are also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the PURCHASERS will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Management Body.

16. That the PURCHASERS shall permit the Vendor/Service Society, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hour's notice (except in case of emergency) to enter in to and upon his Apartment and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Apartment or any other Apartment in the building in respect whereof the occupiers of such other Apartment as the case may be shall have committed default in paying their share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Service Society.
17. The PURCHASERS are aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in Apartments as well as from the neighboring and upper Apartments. Leaked water/moisture may appear on the walls of said Apartment and that may deteriorate the paint and plaster on

the walls. PURCHASERS are aware that water being a substance in liquid state is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction and cannot be construed to be defects as mentioned in this deed. PURCHASERS agree that the VENDOR shall not be liable for any damage in the Apartment due to leakage of water and its various other after effects. However, the PURCHASERS hereby undertakes to get repaired the toilets and wet areas at his own cost/expense in case the occupiers of lower apartment below the said Apartment complains of any water leakage in their roof.

18. The Lift facility in this building shall be used as per rules of the Service Society which is formed for the management of said building. It is to be economically used. The PURCHASERS as well as their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The lift is of a standard quality and necessary permissions are taken for its usage. But it is a machine and is not manufactured by the VENDOR. Therefore during the use of the lift and even as a result of any negligence or otherwise, if anyone is injured or any damage occurs then the VENDOR shall not become responsible for it and the PURCHASERS or their employees, heirs etc shall not demand/shall not be entitled to demand such damages/compensation from the VENDOR and PURCHASERS hereby gives assurance and consent in it. It shall be the responsibility of the Owners/PURCHASERS of a building to ensure that the lifts are kept in good repair, such that its use is safe. It will be the responsibility of the owners/purchasers of units in the project to follow the Maintenance Protocol as mentioned in the said regulations. Also it shall be the responsibility of the Owners/

PURCHASERS to take renewals of Repair/Maintenance contract and Lift licenses at his own cost from the competent authority. The PURCHASERS confirms to abide with the statutory requirement in this regards.

19. The PURCHASERS and their family members, staff, visitors, etc. shall not spoil or damage any part of the common Property or amenity. The Vendor/ Service Society shall be entitled to impose fine on any person spoiling or damaging the common Property or rendering it unfit for public use and also recover the cost of repairs from the PURCHASERS.
20. The Promoter/Vendor shall not claim or have any right over any future FSI, Additional F.S.I., common areas and terrace rights upon receipt of Building Use Permission. And if any such rights as mentioned hereinabove are available then the same will be enclosed by society of Buyers/Purchasers.
21. The VENDOR has provided adequate vehicle parking spaces in in the Project as per the provisions of the prevalent General Development Control Regulations. It has been agreed between the Parties that the Service Society shall allot such parking spaces to each of the Apartment PURCHASERS/occupiers in such a manner that no injustice is done to any Apartment PURCHASERS/occupiers and all PURCHASERS/occupiers are treated at par. The Service Society shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars and two-wheelers. The location of parking space being allotted to the PURCHASERS shall be at the discretion of the Service Society and the PURCHASERS shall not raise any dispute in this regards.
22. The PURCHASERS hereby acknowledges that even after the Service Society has been formed with respect to the said Project, the

VENDOR shall be entitled to sell or in any other manner transfer the un-sold apartment(s) in the said Project to any third party on such terms and conditions as it may deem fit and such Purchaser/transferee of un-sold apartments shall be entitled to become member of the Service Society and use all common areas and facilities in the Project at par with other Unit purchasers/occupiers.

23. That if the PURCHASERS are found to have committed breach of any of the conditions then the VENDOR and/or Service Society shall be entitled to specifically enforce the terms and conditions of this Sale Deed.
24. The PURCHASERS shall take prior written permission from the VENDOR/ Service Society before giving the said Apartment or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the PURCHASERS to inform the concerned Police Station about the renting of the Apartment as per prevailing laws.
25. That the PURCHASERS and the persons to whom the said Apartment shall be subsequently transferred, assigned or given possession of with the permission of the Service Society of the said Project shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said Service Society may require for safeguarding the interest of the said Apartment and its occupiers.
26. That the PURCHASERS and persons to whom the said Apartment shall be subsequently transferred, assigned, leased or given possession of shall observe, obey and perform the rules, regulations and resolutions, which may have been made by Service Society for the protection, maintenance, use and transfer of the said Apartment

and other space and premises therein and/or in the compound. They will also abide by the building rules, regulations and bye-laws for the time being of the local authorities of the government.

27. That if the PURCHASERS or their family members, guests or any person claiming under the PURCHASERS have damaged or caused to have damaged any of the common properties/amenities/facilities of the said project or the PURCHASERS are found to have committed breach of any of the conditions without prejudice to the right of expulsion of the PURCHASERS from the occupation and membership of the said Service Society and forfeiture of its price and share, the said VENDOR/ Service Society shall have absolute right to compel the PURCHASERS to rectify the damages at their own cost and in default, shall has a right to cause him to be done through his agents and employees at the cost of PURCHASERS and transfer it in any manner they like for making good the losses, expenses etc suffered by Service Society.
28. All the terms, conditions, stipulations and provisions of this sale deed have been agreed and understood by the PURCHASERS and the same shall be binding upon the heirs, assigns, transferees of the PURCHASERS and all other subsequent transferees and future owners and occupiers or tenants of the said Apartment.
29. SEVERABILITY
If any provision of this Sale Deed 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 Sale Deed 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 Sale Deed shall remain valid and enforceable as applicable at the time of execution of this Sale Deed.

30. **DISPUTE RESOLUTION**

If any dispute arises in relation to or in connection with this Agreement including in respect of the validity, interpretation, implementation or alleged material breach of this Agreement by one party hereto shall be resolved as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

31. The said Scheme shall always be known as **“THE PALM”**. This name shall not be normally changed under any circumstances by the PURCHASERS and other unit holders.

32. THAT the VENDOR **M/s. CARVE HOMES LLP**, has authorized and appointed its Designated partner, _____, as the Authorized Signatory of the said VENDOR through board resolution dated _____, to sign and execute and register the Sale Deed on behalf of the said VENDOR.

33. THAT the expenses for Stamp Duty, Additional Stamp Duty, (if any) Registration fees, miscellaneous expenses, Lawyer's fees etc in respect of this sale deed shall be borne by the PURCHASERS alone.

34. The PURCHASERS will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.

The schedule above referred to are mentioned hereunder:-

SCHEDULE - I
(Description of Entire Project Land)

All that piece or parcel of Non Agricultural land bearing Final Plot no.138 (old survey no. 411/2) admeasuring 2654 Sq. Mtrs forming part of Town Planning Scheme no.7 (Sargasan-Kudasan-Por) situate, lying and being at Mouje - **Sargasan**, Taluka **Gandhinagar**, District Gandhinagar.

SCHEDULE - II
(Description of the Said Apartment hereby sold)
(Description of FLAT agreed to be sold to Purchasers under these presents)

All that **Property** of **Apartment** bearing Flat/Apartment No._____totally admeasuring about _____ **Sq. mtrs** (breakup as shown in the table below) situated on the _____ **Floor** in "THE PALM" project, along with rights and responsibilities in common with other occupiers in or upon common amenities and facilities provided in the said ‘**THE PALM**’ Scheme/Project being constructed on the non-agricultural land bearing Final Plot no.138 (old survey no. 411/2) admeasuring 2654 Sq. Mtrs forming part of Town Planning Scheme no.7 (Sargasan-Kudasan-Por) situate, lying and being at Mouje - **Sargasan**, Taluka **Gandhinagar**, District Gandhinagar. The detail of the carpet area of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASERS) to the said Property is as follows:

Unit No	Carpet Area Sq mtr	Balcony Area Sq mtr + Wash Area Sq mtr	Total Area Sq. mtr	Proportionate Undivided land Sq. mtr

The said **Flat No.** _____ is bounded as under: -

On or towards **EAST**:

On or towards **WEST**:
On or towards **NORTH**:
On or towards **SOUTH**:

SCHEDULE III
(Description of common areas and facilities in the Project)

- HOME THEATRE**
- INDOOR GAMES ROOM**
- MULTIPURPOSE HALL**
- GYM**
- COMMON PLOT**
- THREE LIFTS**

_____x_____

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this ____th day of _____, 2021 at Gandhinagar.

FIRST PARTY/VENDOR

"CARVE HOMES LLP", through its Designated Partner _____, who have signed hereunder

WITNESSES:-

[1]_____

[2]_____

Photograph of said Apartment of Unit No. _____ hereby sold by
VENDOR to PURCHASERS

CARVE HOMES LLP _____

a Limited Liability Partnership Firm,

through its partner _____

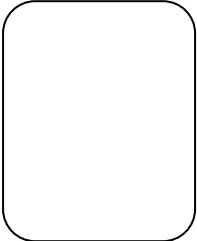
Photograph of said Apartment of **Unit No. ____** hereby sold by **VENDOR**

to PURCHASERS

CARVE HOMES LLP
a Limited Liability Partnership Firm,
through its partner

SCHEDULE OF REGISTRATION ACT SECTION - 32 A

THE VENDOR :-



"CARVE HOMES LLP", through its Designated Partner

THE PURCHASERS :-

