

SALE DEED

[Flat No-----for Rs-----/-]

This Sale Deed (this “Deed”) is made at Gandhinagar on this _____ day of _____, 2020.

BETWEEN

M/s. KESHAV DEVELOPER, a partnership firm

(PAN: _____ & AADHAR No. _____)

having its office at Unit No.40, 2nd Floor, R-World, Plot No.400, Sector No.16, Gandhinagar-382016 through its POA holder **MR. JAYSUKHBHAI TULSIBHAI SAPARIYA**, (hereinafter referred to as the “Promoter” or “Vendor”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in-titles and permitted assigns)

AND

Shri _____

PAN NO: _____ and

AADHAAR NO: _____

Hindu by Religin Adult, Residing at _____
(hereinafter referred to as the "Allottee", and/or "Purchaser" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Purchaser and his heirs, executors and assigns)

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

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. By a Deed of Conveyance dated 09/08/2019 executed by and between (1) Navalsinh Pratapji Vaghela, (2) Vanuba Pratapji Vaghela w/o Dhiraji Zala, (3) Rajesinh Javanji Vaghela, (4) Ghanshyamsinh Javanji Vaghela, (5) Jaydeepsinh Bhavanji Vaghela, (6) Lalaji Kuberji Vaghela and (7) Jivanji Kuberji Vaghela and **Kesav Developer, a partnership firm** (the "**Land Owner**") and the promoter and registered with the Sub Registrar at Gandhiangar under Sr. No.20122 and the N.A. Land bearing Final Plot No.8 admeasuring 1973 sq. mtrs., (allotted in lieu of Survey No.12/1 admeasuring 3035 sq. mtrs.,) of Town Planning Scheme GUDA No.8 (Sargasan) situate lying and being at Mouje Village Sargasan, Taluka & District Gandhinagar in the Registration District of Gandhinagar in the State of Gujarat and more particularly described in **Schedule-"A"** herein under written (the "**Project Land**");

B. The Promoter has developed residential project known as "**Samarth-56**" hereinafter referred to as the "Project".

c. The Promoter has registered the Project under the provisions of the Act with the Regulatory Authority at Gandhinagar on _____ bearing Registration No. _____.

D. The Allottee had applied for allotment and to purchase a unit/ apartment in the Project and has been allotted:

- (a) The Flat No: _____ admeasuring _____ sq. mtrs. i.e. _____ sq. feet (Carpet area) on _____ Floor in "-----" Block in **Samarth-56** Project;
- (b) Exclusive Area of kitchen Yard admeasuring _____ sq. mtrs., i.e. _____ sq. feet)
- (c) 1 Parking space, admeasuring approx. _____ sq. mtrs. Within the Project
- (d) Undivided proportionate share in the land admeasuring _____ sq. mtrs., And Usage of undivided proportionate share in the Common Areas and

Facilities and more particularly described in Schedule-“II” hereunder written (hereinafter collectively referred to as the “Apartment”) being constructed 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. 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 Ahmedabad Municipal Corporation;
 - c. Permission for construction granted by Gandhinagar Urban Development Authority as per it’s Development Permission No: PRM/Sargasan/242/09/2019/12447 dated 26/12/2019;
 - d. Title Clearance with Report obtained from F.K. Lakhani Associates, Advocates, Gandhinagar, dated 06/08/2019 & 26/12/2019;
 - e. specifications of the Apartment and other details in respect of the common infrastructure, amenities, services of the Project has been given 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 Agreement for sale dated _____ 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 doth forever acquit, release and discharge the Purchaser) the Vendor doth 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: ALL THAT:

- (a) The Flat No:-----, admeasuring ____ sq. mtrs. i.e. ____ sq. feet (Carpet area) on -----th Floor in “-----” Block in **Samarth-56** Project;
- (b) Exclusive Area of kitchen Yard admeasuring ____ sq. mtrs. i.e. ____ sq. feet)
- (c) 1 Parking space, admeasuring approx. 8 sq. mtrs. within the Project
- (d) Undivided proportionate share in the land admeasuring ____ sq. mtrs. and Usage of undivided proportionate share in the Common Areas and Facilities

and more particularly described in the Schedule – II 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 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.

1. The Vendor hereby for itself/himself/herself, its/his/her heirs, executors, successors and assigns covenant with the Purchaser that it/he/she 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.

2. The Apartment is free from encumbrances and charges and the Vendor shall keep harmless and indemnify the Purchaser 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.
3. 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.
4. The Vendor doth 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 title chain 7 documents (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.
5. 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 thenceforth the covenant hereinbefore contained shall become void so far as relates to the production of the Documents of Title covenanted with the Vendor.
6. The Purchaser for himself/herself/itself, his/her/its executor and administrators doth 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 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) not make any alteration, change or make addition in or to the Apartment without the previous consent of all other apartment owners of the Project/ Maintenance Society, in writing; and
 - (f) Abide by the terms and conditions contained under the Agreement for Sale and the Schedule-III mentioned hereto.
7. 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.
8. 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.
9. The Vendor records that it has handed over the actual, physical, vacant and peaceful possession of the Apartment to the Purchaser.
10. 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 9 Eviction from Premises in Disturbed Areas Act, 1991, do not apply to the same.
11. 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.
12. All the schedules contained under this Deed shall form an integral part of this Deed.
13. The vacant and peaceful Possession of the said Premises is handed over by the Vendor to the purchaser and the Purchaser has admitted that the possession of said premises has been taken by him/her/them. 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.

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 **Keshav Developers, a partnership firm through its POA Holder Jaysukhbhai Tulsibhai Sapariya** of the Vendor, in the presence of :-

Witnesses:

1. _____

2. _____

DO NOT COPY

10 PAYMENT SCHEDULE A

Amount (in Rs.) Cheque No. Bank
Rs-----/- Rupees ----- Only.

LESS Rs.----- Rupees -----
-----Only paid towards Government Taxes i.e. Service Tax/GST.

Rs. ----- RUPEES ----- ONLY.

I SAY RECEIVED, _____
(Shri _____) Authorised Signatory Shivalik Jhanvi Infraspac LLP
(VENDOR)

11 SCHEDULE- I

(Description of the Project Land)

All that pieces or parcels of N.A. Land bearing Final Plot No.8 admeasuring 1973 sq. mtrs., (allotted in lieu of Survey No.12/1 admeasuring 3035 sq. mtrs.,) of Town Planning Scheme GUDA No.8 (Sargasan) situate lying and being at Mouje Village Sargasan, Taluka & District Gandhinagar in the Registration District of Gandhinagar.

SCHEDULE-II (Description of the Apartment)

ALL THAT **Flat No:** _____ admeasuring _____ **sq. mtrs.**, i.e. _____ **sq. feet** (Carpet area) in “_____” Block along with Exclusive Area of kitchen Yard admeasuring _____ sq. mtrs., i.e. _____ sq. feet, making the total Carpet Area _____ sq. mtrs., i.e. _____ sq. feet being _____ sq. mtrs., i.e. _____ sq. feet Super Built-up Area along with Usage rights of undivided proportionate share in the Common Areas and Facilities of project named “**Samarth-56**” Project and _____ sq. mtrs., Undivided proportionate share in the land of Final Plot No.8 admeasuring 1973 sq. mtrs., (allotted in lieu of Survey No.12/1 admeasuring 3035 sq. mtrs.,) of Town Planning Scheme GUDA No.8 (Sargasan) situate lying and being at Mouje Village Sargasan, Taluka & District Gandhinagar in the Registration District of Gandhinagar and the said **Flat No:** _____ is bounded as under, that is to say on or towards the:

EAST : -----

WEST : -----

NORTH : -----

SOUTH : -----

The said Flat is delineated by red color boundary lines on the plan annexed as Annexure-A hereto.

12 SCHEDULE-III (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 "Samarth-56" and this name shall not be changed in any circumstances.
3. The Purchaser has verified the Project site and the Apartment and declares 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.
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 sign board, 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. Provisions 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;

10. The Allottee along with other allottee(s) of the Project shall co-operate in forming and registering the Maintenance Society/Service Society to be known by such name as the Promoter may decide and for this purpose the Allottee shall sign and execute the necessary documents, as may be required and from time to time, for the formation and registration of the Maintenance Society/Service Society and for becoming a member, including the bye-laws/memorandum and articles of association of the proposed Maintenance Society/Service Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Maintenance Society/Service Society. Such Maintenance Society/Service Society will do administration of undivided proportionate share in Common Area and Facilities. All the rights in such common area and facilities will be transferred to Maintenance Society/Service Society.

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 Purchaser shall have the right to get water, electricity, sewerage and other connections to the Apartment through 15 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.
18. 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 parks; (c) Civic amenities. Subject to terms and conditions prescribed/as may be prescribed by the Promoter and/or the Maintenance Society.
19. The Promoter Shall not have any claim on FSI, additional FSI and terrace right and common area rights after Building USE Permission has been obtained, such rights if any will be owned by the "Service society of Allottee"
20. 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.
21. 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;

22. 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;
23. 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;
24. 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.
25. 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.
26. 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.

27. Use of Car Parking Space

- (i) Notwithstanding anything contained in this deed, for the convenience of the allocation of the parking (Forming part of the Common Area and Facilities) to the Allottee and for further convenience of the Allottee and Maintenance Society, the right to allocate parking space will always be at the sole discretion of the Promoter. Thus, the Promoter hereby permits the Allottee to use 1(One) number of Parking Spaces within the Project. The allocation of these spaces shall be at the sole discretion of the Promoter and the Allottee hereby agrees to the same. The Allottee is aware that the Promoter has in the like manner allocated/shall be allocating other parking spaces to other purchasers of the apartment(s) in the project and undertakes not to raise any objection in that regard and any rights of the Allottee to raise any such objection is hereby further warrants and confirms that the Allottee shall, upon formation of the Maintenance Society, cause such Maintenance Society to confirm and ratify and shall not permit the Maintenance Society to alter or change the allocation of Parking Spaces in the manner allocated by the Promoter to the various purchasers (including the Allottee herein) of the apartment(s) in the Project.
- (ii) The allocation of Parking Space will be done based on the selection of the Allottee at the time of execution of sale deed of the Apartment. To clarify, the members who are executing sale deed early shall be given a priority of allocation and selection of Parking Space.
- (iii) If the allottee does not opt for allocation of any Specific Parking space, then it shall be deemed that the Allottee has waived his/her/it right of allocation in the Parking Space permanently. However, the Allottee shall be entitled to use the unallocated Parking Space.
- (iv) The Allottee hereto agrees and acknowledges that at the time of handover the maintenance and management to the Maintenance Society, the Promoter shall earmark certain Parking Spaces for use by such unsold units/ apartments and the Allottee hereby agrees and shall cause the Maintenance Society to ensure that these Parking Spaces are kept available for use by the purchasers / occupants of the unsold units/ apartments. The Architect of the Project has planned for parking the vehicles;
- (v) 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;
- (vi) 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;
- (vii) The Purchaser accepts and confirms such parking arrangement without any reservation, restriction, dispute or objection;
 - (viii) These parking arrangements shall be binding upon the Purchaser and other apartment owners in the Project;
 - (ix) The Purchaser confirms that the reserved parking area shall be used only for the purpose of parking vehicles and not for any other purpose and also hereby agrees to refrain from using the car parking space for the purpose of parking any heavy vehicles or to stock any goods whatsoever.
 - (x) The Purchaser shall not use the car park in any manner that would adversely affect any of the constructions made in the Project; 19
 - (xi) 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.
28. 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.
29. The Purchaser has relieved and discharged the Promoter in respect of all the performances under the contract;
30. 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.
31. If any provision of this Agreement shall be determined to be void or unenforceable under the 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 the Applicable Laws and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

32. 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, there under.

DO NOT COPY

PHOTOGRAPH OF THE SAID PROPERTY FOR IDENTIFICATION :

Address of the Property Flat No _____

(1) (2) _____

VENDOR

PURCHASER

M/s. KESHAV DEVELOPER, a partnership firm (1)

THROUGH ITS POA Holder (2)

PHOTOGRAPH OF THE SAID PROPERTY FOR IDENTIFICATION :

Address of the Property Flat No _____

(1) (2) _____

VENDOR

PURCHASER

M/s. KESHAV DEVELOPER, a partnership firm (1)

THROUGH ITS POA Holder (2)

SCHEDULE AS PER SECTION 3 2 (A) OF REGISTRARION ACT.

VENDOR:

PURCHASER

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