

This is a model form of the Sale deed, which may be modified and adapted in each case having regard to the facts and circumstances of the respective case. Provided that the clauses in this Sale deed shall not be inconsistent with the provisions of the Real Estate (Regulation and Development) Act, 2016 or the Rules and Regulations made thereunder.

SALE DEED

THIS SALE DEED is executed on this ____ day of _____, 2022 at AHMEDABAD BETWEEN;
M/s. ARVIND LIMITED (PAN: AABCA 2398D), a Public Limited Company incorporated on 01/06/1931 under CIN no. L17119GJ1931 PLC000093 having its registered office at: Naroda Road, Ahmedabad-382721, by its Authorised Signatory _____ Authorised under Board Resolution dated _____ attached herewith as **ANNEXURE-A**), hereinafter referred to as “**FIRST PARTY**” and/or “**THE PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the **ONE PART**;

AND

_____, Adult residing at _____ having
PAN _____ (AADHAAR No. _____).

Jointly with

_____, Adult residing at _____
_____ having
PAN _____ (AADHAAR No. _____).

Hereinafter referred to as “**Purchaser(s)**” or, “**Second Party**” (which expression shall wherever the context so requires or admits, mean and include his/her/their legal heirs, executors, administrators, legal representatives and assigns) of the Other Part;) of the **SECOND PART**.

WHEREAS:

The Promoter herein is seized and possessed of and otherwise well and sufficiently entitled to Villa No. _____ Type – _____, Sector _____, of the Project “**FORRESTE 5**”, constructed on the non-agricultural residential land admeasuring _____ Sq. Yards (equivalent to _____ Sq. Meters), having construction carpet area of _____ Sq. Yards (equivalent to _____ Sq. Meters) along with an additional area of covered balcony of _____ **Sq. Yards** (equivalent to _____ **Sq. Meters**) in Old Survey No. _____ (New Survey No. _____) situated at _____ Village, Taluka – **Kalol**, District – **Gandhinagar** and registration Sub District **Kalol**, GUJARAT out of the total lands being First Schedule property (hereinafter referred to as “**the Said Villa**”)

The Promoter has taken approval for development of mix-use township under the Residential Township Policy, 2009 of the Government of Gujarat vide in-principle sanction from the Urban Development and Urban Housing Department, Government of Gujarat vide an order bearing no. **PRCH – 102012-5020-L dated 29th September 2012**. Thereafter, Ahmedabad Urban Development Authority (“AUDA”) vide its letter dated **16th August 2013** bearing reference no. **08365** approved the township ‘**FORRESTE 5**’ (“Township”) in pursuance of the permission of the Urban Development and Urban Housing Department, Government of Gujarat. Accordingly, the Promoter has acquired and legally owns or otherwise has legal and valid rights or is otherwise likely to acquire lands for development of an integrated Township on various lands **(Project to be constructed on the Re survey number 147, 135, 136 and 150 of Village Jethalaj)** of Village Jethlaj,

Taluka – Kalol, District – Gandhinagar, Gujarat, in total admeasuring **58173 sq. mtrs (69575 sq. yards)** or thereabouts. The Promoter intends to develop various projects within the approved Township as mentioned above from time to time depending upon market requirement / feasibility etc.

The Promoter has planned a project named as **FORRESTE 5** (hereinafter referred to as the “Project”) on the part land falling under the approved Township, comprising of villas, recreational spaces, commercial and retail spaces, club houses etc. as more particularly described in the First Schedule annexed hereto (“Project Land”). Being a very large Project, overall Project development is divided into Sectors.

AUDA has issued a development permission (“Development Permission”) permitting development of the residential buildings bearing reference no. PRM/4/1/2022/103 dated 22nd June 2022 on the said Project Land including the Villa more-fully described in the Schedule-I hereto. Being a large Project, Promoter will from time to time seek relevant approvals from concerned authorities to develop further areas within the Project for which approvals are yet to be taken. Overall development of the Project will be carried out as per the Residential Township Policy, 2009 of the Government of Gujarat, as amended from time to time.

The Promoter has registered the Project – **FORRESTE 5** under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations formulated thereunder with the Gujarat Real Estate Regulatory Authority (the “Regulatory Authority”). Authenticated copy of the registration certificate is attached as **Annexure-C** hereto. Further, AUDA has granted the Building Usage Permission for the above the Said Villa vide its Order bearing No. _____ dated [•].

The Purchaser(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, Villa No. _____ Type – _____, Sector _____, constructed in the Project – **FORRESTE 5** on the First Schedule property, situate, lying and being at **Village Jethlaj, Taluka – Kalol, District – Gandhinagar**. The said **VILLA** and right to use common amenities, membership and share

certificate right of Service Society / Maintenance Entity shall be referred to as “**THE SAID VILLA**” or, “**VILLA**” hereinafter in this Sale Deed and more particularly described in the Schedule – I annexed hereto.

The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, Villa No. _____, Type - _____, Sector - _____, of the Project - “**FORRESTE 5**”, constructed on the non-agricultural land admeasuring _____ Sq. Yards (equivalent to _____ Sq. Meters) and having construction carpet area of _____ Sq. Yards (equivalent to _____ Sq. Meters) along with an additional area of covered balcony of _____ Sq. Yards (equivalent to _____ Sq. Meters) for the Total Consideration of **Rs. _____/- (Rupees _____ Only)** as per the Agreement to Sell executed between Parties dated _____ (“**Agreement to Sell**”).

AND WHEREAS as per the terms and conditions mentioned in the said Agreement to Sell, the Promoter has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Promoter, the said Villa for a consideration of **Rs. _____/- (Rupees _____ only)** .

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of **Rs. _____/- (Rupees _____ only)** paid by the said Purchasers to the said Promoter at or immediately before the sealing and delivery of these presents (the receipt whereof and that the same is in full for the absolute sale of the said property hereditaments and premises the said vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof acquit release and discharge the said Purchaser(s) forever) the said Promoter doth by these presents grant convey sell transfer and assure unto the said Purchaser(s) **ALL THAT the said property hereditaments and** Villa No. _____, Type - _____, Sector - _____ more particularly described in the Schedule-I hereunder written.

The deduction made by the Purchaser(s) on account of tax deduction at source (TDS) of an amount equivalent to 1% of the Total Consideration as required under prevailing law while

making payment to / crediting the account of the Promoter under this Deed has been paid by the Purchaser(s) to the Income Tax Authorities.

The Purchaser(s) by itself/himself/themselves with intention to bring all persons into whosoever hands the Villa may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Villa at the Purchaser(s) own cost in good and tenantable repair and condition from the date that of possession of the Villa is taken and shall not do or suffer to be done anything to the Villa which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Villa itself or any part thereof without the consent of the local authorities, if required.
- ii. No vehicle belonging to the Purchaser(s) or members of the family or guest, tenant or employee of the Purchaser(s) shall be parked in the open space in such manner as to impede or prevent ready access to the entrance of the said Township by another vehicle.
- iii. Not to store in the Villa any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.
- iv. To carry out at his /her / their own cost all internal repairs to the Said Villa and maintain the Villa in the same condition, state and order in which it was delivered by the Promoter to the Purchaser(s) and shall not do or suffer to be done anything which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Villa or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Villa or any part thereof including any changes in the height of the compound wall either by permanent or temporary structure, nor any alteration in the elevation and outside colour scheme of the Villa and shall keep the portion, sewers, drains and pipes in the Villa and the appurtenances thereto in good tenantable repair and condition and shall not chisel or

in any other manner cause damage to columns, beams, slabs or RCC, or other structural members in the Villa without the prior written permission of the Promoter and/or the Maintenance Entity.

- vi. To ensure that no damage is caused to the common amenities including but not limited to public roads, kerbs, pavements, hard scaping, land scaping like trees, shrubs, plantations etc., street lights, artistic elements, seating benches, gazebos, signage etc. and any other common facilities lying outside the Said Villa and across the Township. The Common Facilities and Amenities are more fully described in the **Annexure-A** attached hereto. In the event, the Promoter / Maintenance Entity observes that any damage as aforesaid or otherwise has been caused and is attributable to the Purchaser(s) or, its agents or, its visitors etc., the same shall be made good by the Purchaser(s) at his / her / its own costs and expenses.
- vii. To contribute in preserving the ecosystem at the Township including the flora and fauna, water bodies, lily ponds etc. and not to cause any disturbances or hindrances thereto. Also, the Purchaser(s) shall not indulge in any illegal activities like hunting, poaching, shooting of wild animals and birds which may be found within the vicinity of the Township. The Purchaser(s) understands and agrees that such acts may result into punishment as prescribed under various laws of India including the Wild Life Act, Indian Penal Code etc.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Villa in any portion of the Project Land.
- ix. No dogs or animals shall be kept or harbored in the common areas of the Township. In no event shall dogs and other pets be permitted in any of the common areas of the Township unless accompanied.
- x. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Villa and/or the amenities.

The Purchaser(s) shall be liable to bear and pay all taxes, charges for electricity and other services and common one time outgoings payable in respect of the Villa either as a direct liability or as part of the common outgoings for the Township, within fifteen days of the notice being given by the Promoter / Maintenance Entity.

- xi. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of use of the Villa by the Purchaser(s) for any purposes other than for purpose for which it is sold.
- xii. It is hereby agreed that the Purchaser(s) shall not put or allow to be put any Board, Name Plate, Sign Board and/or any other kind of display of any nature, on the common wall, main entry gate and/or on the exterior side of the development to be planned and/or in the open space in the property described in the First Schedule hereto or any part of the building / Township except whatever is provided by the Promoter, without the written consent of Promoter. The size, colour and place of the Board/signage (if any) shall be decided by the Promoter. The Purchaser(s) shall not put air conditioning units (indoor and / or outdoor) except as per the system approved by the Promoter.
- xiii. The Purchaser(s) shall observe and perform all the rules and regulations which the Maintenance Entity or apex body or federation 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 Project / Township and the Villas therein and for the observance and performance of the applicable rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Maintenance Entity /apex body/federation regarding the occupancy and use of the Villa and the amenities in the said Project / Township and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings payable as per the applicable laws / rules set forth by the Maintenance Entity or, Government Authority, as the case may be.

- xiv. The Purchaser(s) shall pay betterment charges or any other charges levied by any local / Municipal / Urban Development Body / Government department in whatever names they are imposed by the concerned authorities or, re-allotment charges that may be levied by the AUDA / AMC or, any other authority as applicable either before or after the registration of sale deed in respect of the Villa as described in the Schedule - I hereto.
- xv. The Purchaser(s) covenants to:
- a. The Purchaser(s) agrees that as per the applicable bye-laws, the Promoter shall have the right to develop each plot or parcel of land outside of Villa and construct any type of building including but not limited to residential villas, apartments, service apartments, office spaces, commercial spaces, entertainment on any other development within the Township as may be permitted under applicable laws. The Purchaser(s) further covenants not to interfere with the rights of the Promoter to construct at such locations, as it may from time to time decide, any additional buildings/structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks structures for watchman cabin toilet units for domestic servants/watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the Buildings and other structures which are to be developed and constructed by the Promoter, and raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise.
- b. Bear and pay all present and future applicable taxes/levies/cesses and/or any increase thereto including service tax or Good and Services Tax ("GST"), local taxes, water charges, insurance, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, as and when demanded by the Promoter / Maintenance Entity including but not restricted to service tax or, GST.

- c. Pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc., or betterment charges in whatever names they are imposed by the concerned authorities as applicable, in addition to the agreed consideration of the said Villa.
- d. For the sake or brevity, the Purchaser(s) agree that any charges, fees, deposit(s), proportionate charges, security deposit etc. for water provided by GWSSB or AMC or AUDA or any other concerned authorities, when available, will be charged extra on a proportionate basis at actuals and that the Purchaser(s) further agree that any other utility charges/deposits/connection charges/fees for services like electricity or water etc. will be additional and shall be borne by the Purchaser (s) and that the above charges are not included in Consideration specified in this Sale Deed. The Purchaser agrees to pay to the Promoter share money, society admission fee, proportionate share of taxes, cess, Electricity charges, AUDA charges, statutory dues etc. on actuals and the legal charges within seven days of demand thereof by the Promoter;
- e. The Promoter hereby declares that the Promoter has the right to utilize Floor Space Index ("FSI") as per the Residential Township Policy, 2009 for the entire Township including Project Land. The Purchaser(s)'s right over the FSI is restricted to the extent of actual construction being agreed for the Villa under this Agreement. The FSI being floating FSI (for the entire Township Land) under the Township Policy, the Promoter will have exclusive right to use the balance FSI in any other part of the Project / Township. The Purchaser(s) will have no right / claim over any current or future available FSI over and above the FSI utilized for construction of the Villa under this Deed. The Purchaser(s) hereby gives his unconditional consent to utilize the balance FSI as available under the Township Policy to be used by the Promoter as per the Promoter's discretion and as per the regulations under the said Residential Township Policy, 2009 or any other applicable law. The Purchaser(s) will have no right to do any additions in the construction / FSI on the land falling under the Villa. The Purchaser(s) agrees that if in future there is any

additional FSI available from the competent / appropriate authority for construction, then the Promoter shall remain its absolute owner and shall have full right to make additional construction on the Project Land / Township or any part thereof, or the Promoter can use such additional FSI at any other location. The Purchaser(s) / Maintenance Entity shall have no claim or right for such additional FSI rights or proceeds realized from additional construction / sale of FSI rights.

- f. FORRESTE 5 being a large Project will be developed in various phases / sectors, hence, various phases and sectors will be designed by the Promoter at different times as may be required. The Promoter shall have the right to add new phases and sectors within the Project with newer building units / villas / other products as may be decided by the Promoter. Subject to applicable laws, the Promoter also has the right to add/modify and redesign other villa(s) / apartments / other buildings within the Project / Township and Sector as it may deem fit to use the overall FSI of the Township outside of the Villa and the Purchaser(s) hereby gives its express consent for the same and promises not to raise any hindrances and objections thereto.

The term "*Sector*" shall mean to include a group of Villas of a particular type or otherwise and shall also include any other building(s) forming part of such Sector and located within the Project. The term "*Sector*" and "*Sectors*" may be used interchangeably in accordance with the context thereof. For the sake of brevity, the Project and the Sector assigned to each Villa is mentioned in the Schedule-I annexed hereto.

- g. If within a period of five years from the date of issuance of the notice for taking possession of the Villa to the Purchaser(s), the Purchaser(s) brings to the notice of the Promoter any structural defect in the Villa then, wherever possible such defects shall be rectified by the Promoter at its own cost.

Provided that the Promoter shall not be liable for any structural defect which cannot be attributable to the Promoter or beyond the control of the Promoter including but not limited to such defects / deficiencies arising out of natural causes like floods, earthquake, fire etc. Provided further that normal wear and tear, maintenance and upkeep

of the Villa will be carried out by the Purchaser(s) at his / her / its own cost. All costs incurred due to any damage or defect arising out of mishandling, inappropriate usage or any usage other than residential purposes will also be borne by the Purchaser(s). All the above stated warranties pertain to the Villa building only and it does not cover add-ons like swimming pool, pergolas, lily ponds, gymnasium, soft and hard scaping etc. which may have been developed based on specific mutual agreement between the Promoter and the Purchaser(s).

Product warranty will cease to exist in case any unapproved / unauthorized change is carried out in the structure / internal layout plans of the Villa. In case, the Purchaser(s) chooses his /her / its own special specifications for materials to be used in the Villa, the Promoter warranties for such specific changes / materials shall not be applicable.

Fit outs and equipments like plumbing material, electrical, CP / sanitary wares, switches, DG Sets, common lights, compressor, STP, ETP, pumps and motors, lifts, Solar heaters, Air Conditioners, Swimming Pool equipments, gym equipment, other sports and club house equipments, Organic Waste Converter ('OWC'), valves, other electro-mechanical and electronic equipments, automation equipments etc., will be governed as per the warranty of specific suppliers / manufacturers. Such warranties will be limited to the standard timelines as provided by standard warranty clauses of the suppliers/manufacturers. To avail such warranty service from the respective suppliers/providers, the Purchaser(s) / Maintenance Entity or association of allottee(s) as the case may be, will directly coordinate and seek such services and the Promoter will provide all reasonable support to the Purchaser(s) / Maintenance Entity or association of allottee(s) as the case may be, in this regard. After expiry of the standard warranties, the respective Purchaser(s) / Maintenance Entity or association of allottee(s) as the case may be, will bear all expenses for the maintenance of all such equipment / fit outs etc.

Maintenance Charges, Club House and Common Facilities and Entertainment Facilities:

I) **Maintenance**: In addition to the Total Consideration mentioned in this Sale Deed, the Purchaser(s) has paid the following charges on account of common maintenance:

- i. Maintenance deposit;
- ii. Maintenance advance for common amenities and internal roads etc. for 24 months ending on _____.
- iii. Maintenance advance for Township / crossover infrastructure charges for a period of 24 months ending on _____.

The Purchaser(s) will pay common amenities / infrastructure charges (as mentioned in point ii & iii above) after _____ to the Promoter / Promoter's Maintenance Entity on proportionate basis. GST or, any other taxes shall be charged extra as applicable on the maintenance charges as mentioned above as may be payable from time to time.

The Promoter will maintain common amenities / infrastructure of the Township, subject to payments as mentioned above, up to a minimum period of seven (7) years or for an extended period as per the applicable laws under the Residential Township Policy, 2009 of the Government of Gujarat. The Promoter will handover maintenance deposit as mentioned in point (i) above to the Maintenance Entity as and when maintenance is handed over as per the rules of the Residential Township Policy, 2009 of the Government of Gujarat and other laws.

II) It is made clear by the Promoter and agreed by the Purchaser(s) that all the residual rights (other than the Purchaser's Villa) including the ownership thereof including lands, facilities, amenities etc. of the Project / Township shall vest solely with the Promoter and the Promoter shall have sole and absolute authority to deal in any manner with such lands, facilities, amenities etc. including but not limited to creation of further rights in favour of any other party by way of sale/ transfer/ lease/ collaboration/ joint venture/ operation and management or any other mode including transfer to government/ semi government/ any other authority/ body, any person/ institution/ trust and/or any local body(s) which the Promoter may deem fit in its sole discretion. This undertaking shall

survive throughout the occupancy of the said Villa by the Purchaser(s) or, his legal representatives, successors, administrators, executors, assigns, tenants, etc.

The said Scheme "FORRESTE 5" is situated on a Said Land which is already converted for non-agriculture use by order of Collector, Gandhinagar. If in future the above area is included in Town Planning Scheme and at the time of implementation of Town Planning Scheme any betterment tax is required to be paid to the competent authority then, the Purchaser(s) is liable to pay the same and if any land is deducted from Villa area, common area or common road, the same will be acceptable to and payable by the Purchaser(s). Thus the Purchaser(s) agrees that post-merger into AUDA or on implementation of Town Planning Scheme, the Purchaser(s) have to abide by the guidelines regarding the town planning, Kapat [Deduction] and betterment charges etc. and as per the terms and conditions of N.A. order or as per any other applicable laws.

The Purchaser(s) shall not use the Said Villa or permit the same to be used for any purposes including any commercial activity or, any other purpose whatsoever other than residence for which it is conferred or for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other Villas or for any illegal or immoral purposes.

The Purchaser(s) shall maintain at his/her/its/their cost the Said Villa in good condition, state and order and shall abide by all bye-laws, Rules and Regulations of the Government, Local Authority, Nagar Panchayat, District Panchayat, Electricity Company, Promoter and/or Maintenance Entity, Local Bodies and other Authorities and shall attend, answer and be responsible for all actions.

The Purchaser(s) hereby covenants to keep the Said Villa, neat, clean, tidy, saved and protected from trespasser, from being illegally used or occupied and to keep such construction, sewers, drains, pipes, appurtenances belonging thereto in a good, tenable repair and condition. The Purchaser(s) must follow all the rules and regulation framed by the Promoter/Maintenance Entity.

The Purchaser(s) shall permit the Promoter and/ or Maintenance Entity and/or their surveyors and agents with or without workmen and others at all reasonable times to enter into upon the

Said Villa or any part thereof to solve civil or, electrical or, drainage or, water leakage problem faced by the Villas adjoining to the Purchaser(s)'s Villa. The Promoter or, Maintenance Entity is also entitled to do required civil work in Purchaser(s)'s Villa to solve the civil or, electrical or, drainage or, water leakage problem of adjoining Villas.

That for all the subsequent transfer(s), the Purchaser(s) and Prospective Purchaser(s) should follow the process as mentioned below and shall be abiding by following:

- a. Any transfer / sale / resale of Villa will be subject to the rules and regulations which may be prescribed by the Maintenance Entity / Residents Maintenance Society from time to time and the same will be subject to payment of applicable transfer / other charges as per the rules prescribed by the said Maintenance Entity / Residents Maintenance Society from time to time.
- b. Any sale / resale of the Villa will also be subject to "*No Dues Certificate*" / "*No Objection Certificate*" which will be issued by the said Maintenance Entity / Residents Maintenance Society.
- c. All terms of this Sale Deed including terms and regulations related to maintenance operations and transaction of the Villa will be adhered to by any prospective purchaser as and when the Purchaser(s) sells / resells the Villa and the Purchaser(s) undertakes to put such conditions in the execution deeds with the said prospective purchaser(s).

The Purchaser(s) agrees to the above conditions relating to resale and/or transfer of Villa in addition to other conditions. Therefore, the Promoter has decided to sell the Villa to the Purchaser(s).

The rights and interest of the Purchaser(s) herein, shall be subject to the overall powers and authorities of Promoter / Maintenance Entity, in any of the matter concerning the Scheme and development thereof and all amenities pertaining to the same and in particular Promoter / Maintenance Entity shall have absolute authority and control as regards the undisposed Units and their disposal. The Promoter shall have right forever to enter into scheme and to do all acts as circumstances may require.

The Purchaser(s) shall have no claim with respect to any part of the Scheme, including but not limited to its common roads, common infrastructure facilities, amenities and services, save and except in respect of the Said Villa. The Purchaser(s) have clearly understood and agreed that the maintenance of the common area of the Scheme will be done by Maintenance Entity and the Purchaser(s) have no right to raise any claim or dispute in this regard. The Said Recreation and Common Amenities and Facilities shall always be in the possession of Maintenance Entity and the Purchaser(s) and others shall be permitted to use and enjoy the same as per the rules and regulations of Maintenance Entity or its nominee appointed by Maintenance Entity from time to time.

All the rights, entitlements and obligations which belong to Promoter, shall remain assignable, in part or as whole by one part at its sole discretion, to whomsoever they decide, at any point of time in future. In such case, all the rights of the Purchaser(s) and obligations and undertakings given by the Purchaser(s) under this Sale Deed to Promoter shall automatically get transferred to such assignees/successors of the Promoter and the same shall remain binding to such assignee of the Promoter as well as to the Purchaser(s) and/or his/her/its/their assignees/successors.

So long as the Said Villa shall not be separately assessed for Taxes, water rates, electric bills, etc., the Purchaser(s) shall pay to Promoter / Maintenance Entity such amount as may be fixed from time to time, in advance towards such payment, Nagar Panchayat Taxes and other outgoings. Further, until the Said Villa, can separately be assessed for payment of cost, charges and expenses, the Purchaser(s) shall continue to pay proportionate portion of such amount, cost, charges and expenses as may be fixed by Promoter / Maintenance Entity from time to time. After the Said Villa is separately assessed, then such payments will have to be made by the Purchaser(s) on actual basis to the respective authority or, the Maintenance Entity as the case may be.

The Purchaser(s) hereby agrees with Promoter and undertakes to pay amounts liable to be paid by the Purchaser(s) and to observe and perform the covenants and conditions contained in this Deed and to keep the Promoter indemnified against such payment and observance and performance of the covenants and conditions contained herein.

It has been specifically agreed and understood by the Purchaser(s) that if there are any changes in Gujarat Development Control Regulations (GDRC) or any changes in any law for the time being in force, then under such circumstances the conveyance of the Said Villa is/may be subject to any scheme for Town Planning, development plan, or any other scheme, arrangement, proposal, acquisition, requisition, by or of any authority or authorities under any law for the time being in force or in force from time to time, in which event, Promoter / Maintenance Entity may make such variation, changes, additions, omissions or alterations in the scheme for development of the Said Land or as may become available there from or at any other or further place, location or otherwise as Promoter / Maintenance Entity may deem, fit and proper and all right to develop new lands absolutely belong to Promoter with the same spirit and intension as of the Said Land.

The Scheme at present extends to the Said Land. The Scheme is being put up in a phased manner and shall accordingly extend to the lands of further phases. Additionally, the Promoter may extend to, expand or join with the current Scheme, other pieces and parcels of lands adjacent, surrounding or nearer to the Said Land and/or lands of more phases, to be put up by the Promoter alone or with any other entity. In the process, Promoter / Maintenance Entity shall be entitled, at its/their sole discretion, to extend and make available for use, occupation, utilisation and enjoyment to such new scheme and the purchaser(s) therein, or any other persons/entities that it/they may decide solely at its/their own discretion, all and every or any common amenities, facilities, services and infra-structures like roads, common open spaces, electricity, water, drainage, sewerage, recreation, etc. of the Residential Scheme of "FORRESTE 5" without payment of any amount by way of consideration, compensation, cost, charges and expenses. The Promoter has already made an in-built provision and given benefit for the same to the Purchaser(s) in the amount agreed or fixed as payable by the Purchaser(s) as stated hereinabove.

The Purchaser(s) has/have perused and explained to himself/ herself/ itself/ themselves the agreements, documents, papers and writings relating to the Said Villa/Scheme. He/She/It/They has/have also made himself/herself/itself/themselves aware about the documents executed and the permissions obtained by the Promoter. The Purchaser(s) has/have also been given the plans and specifications of the Villa, the plans and specifications for construction of infrastructures and

other particulars of the Scheme. The description and particulars of the facilities, infrastructure and recreations to be provided therein are also perused by the Purchaser(s).

The “FORRESTE 5” Scheme will have the facilities which the Purchaser(s) has/have seen and approved. The Purchaser(s) has/have also agreed that the Promoter may make such changes, additions, omissions, modifications or alterations in the Said Recreation and Miscellaneous Facilities as may be required to be done by the Government or any other concerned authorities or as the circumstances may require or which the Promoter may consider desirable and this shall operate as an irrevocable consent of the Purchaser(s) for making such changes, additions, omissions, modifications or alterations.

The letters, receipts and/or notices issued by the Promoter dispatched to the address of the Purchaser(s) as known to the Promoter, will be sufficient proof of receipt of the same by the Purchaser(s) and shall completely and effectively discharge the Promoter.

The Scheme shall always be known as “FORRESTE 5” and the said name can be changed only by the Promoter.

The Scheme shall be under the over-all control and management of the Promoter/Maintenance Entity and the decision of the Promoter/Maintenance Entity in all matters relating thereto including code of conduct, rules and regulations for use, occupation and enjoyment of the common amenities, facilities and services as well as all the infrastructural facilities in the Scheme including but not limited to Said Recreation and Miscellaneous Facilities shall be final, conclusive and binding upon the Purchaser(s) as per applicable laws and the Residential Township Policy, 2009 of the Government of Gujarat

All right, title and interest of the Purchaser(s) is restricted to and to be read, understood and interpreted in relation to the Said Villa only, and all other constructed-covered-un-covered-open spaces-areas-portions, open margin lands, infrastructures, developments, amenities, facilities and services etc. shall be possessed by Maintenance Entity.

The Purchaser(s) shall at no time demand partition of his/her/it/their interest from the entire Scheme. It being agreed and declared by the Purchaser(s) that his/her/its/their interest in the Scheme shall be impartibly.

Without prejudice to any of the terms and conditions hereinabove, the Purchaser(s) hereby expressly consents to the Promoter for any arrangement of raising loan by the Promoter against security of the Said Land and lands of more phases and/or infrastructures, amenities and facilities thereof, except on the Villa(s) that have been conveyed to the Purchaser(s).

Any direct or indirect tax liability in respect of this transaction, as a sale or otherwise either as a whole or in part or in respect of any inputs or materials or equipment's used or supplied in execution of or in connection with this transaction or for use of the Recreation and Miscellaneous Facilities shall be borne and paid by the Purchaser(s) on demand at any time. All payments are thus understood by the Purchaser(s) to be net of tax. The Purchaser(s) accepts all liabilities unconditionally to pay additional amounts to the Promoter/Maintenance Entity, equal to any such tax that may be imposed, with regard to any aspect of this Deed, including but not limited to consideration amount of Villa, use of Recreation and Miscellaneous Facilities, maintenance charges etc. and it shall be borne and paid by the Purchaser(s) on demand at any time.

Over and above the sale consideration, the Purchaser(s) agrees to bear and pay to Promoter/Maintenance Entity:

- a) Any levies from the State or Central Government or local authority or AUDA or any other authority, in a form of betterment charges, drainage charges, development taxes, GST or payment of similar or any other nature applicable on and from the date of this Sale Deed;
- b) Amounts payable towards the stamp duty, registration charges, legal fees and all other expenses for conferment and handing over of the possession of the Said Villa.
- c) Local authority development charges and security fees, and amounts in any form whatsoever levied, charged or imposed by any authority or authorities whomsoever; immediately on demand by Promoter / Maintenance Entity, from time to time.

The amounts as may be fixed by the Promoter/Maintenance Entity to be paid by the Purchaser(s) for and towards the same shall be final, conclusive and binding upon the Purchaser(s).

The Promoter shall have a perpetual right to put advertisement boards / hoardings etc. on the Township roads and any income from such boards / hoardings etc. shall solely belong to the Promoter.

Further, the Promoter has the sole right to allow or disallow laying of any utility like electricity, data cable(s), phone lines, gas lines, DTH facilities etc. to any third party for the residents and will have the power to lay down appropriate rules and regulations in this regard.

The Purchaser(s) will not raise any objections to setting up / installation of any equipment / tower(s) / transformer(s) or, any other machinery on any of the common areas / amenities / roads as may be required from time to time as per the Overall Township, MEP designs and structural requirements as recommended by Architects / Engineers as per applicable laws.

The following types of act, deed or behaviour whether express or implied will not be allowed in the Scheme:

- a. Misbehaviour either of the Member or any person of his family or the person staying in the said Villa with his express or implied consent/permission. Such misbehaviour may be of any kind but it shall be gauged on the bases of the objects of the Society and general moral standard of the society;
- b. Possession and/or Consumption of Alcohol;
- c. Adultery or Illicit Sex;
- d. Using of abusive or derogatory language;
- e. Indecent behaviour;
- f. Creating disturbance to the neighbour and community in general by using radio, tape recorder, loud speaker or any other like instrument;
- g. Using provocative language either against the followers of the Society or against the Society;
- h. Not maintaining expected general standards of morality;

- i. Any other act, deed or behaviour which shall be considered either indecent or immoral gauged on the bases of the objects of the Society and general moral standard of the society;

It has been agreed that if any changes, modifications or alterations are effected by the Promoter in the Scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Purchaser(s), such changes or modifications or alterations shall be binding upon the Purchaser(s) and to that extent the terms and conditions, rights and obligations of the Purchaser(s) under this Deed shall stand modified or changed or altered, but the said modification will not affect the ownership right of the Purchaser(s) for the Said Villa.

The above terms and conditions shall be binding on the Purchaser(s), (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Corporation) its successors and assigns and/or any third Part having or contemplating to have in future any charge or interest on the Said Villa and/or on the construction thereupon, in part and/or as a whole.

The Purchaser(s) hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.

The Purchaser(s) shall be bound from time to time to sign papers or documents and to do all other things as Promoter / Maintenance Entity may require him/her/it/them to do from time to time for safeguarding the interest of Promoter / Maintenance Entity and other villa owners.

The Purchaser(s) agrees to provide necessary information to the Promoter / Maintenance Entity and fully co-operate with the Promoter / Maintenance Entity, in cases where Income Tax Department, Service Tax Department or any other government department, during the course of their audit or scrutiny, requests for the Purchaser(s)'s identity and/or information relating to

money paid towards the purchase of the Said Villa and/or bank statements, personal financial statements, income tax returns or any other information.

The Purchaser(s) agrees that transfer of ownership (name) for the Said Villa in the Gram Panchayat, Aakarni, change of name (Entry) in Form 7/12, name transfer in Gujarat Electricity Board (GEB) / UGVCL, as the case may be etc. are the responsibilities of the Purchaser(s) and shall bear all costs and expenses related thereto. Similarly, applications for requesting gas and any other connections are also the responsibilities of the Purchaser(s).

The Purchaser(s) hereby declares that he/she/it/they has/have read, understood and agreed each and every term of this Deed before execution.

THAT the quiet, vacant and peaceful possession of the Said Villa is delivered by the Promoter herein to the Purchaser(s).

AND THE Promoter hereby declares that the titles of the Said Villa as well as of the Schedule Land are clear and marketable and the Purchaser(s) have / has verified the same through their legal advisors. The Purchaser(s) have / has also verified approval of AUDA and all other approvals of different authorities and also quality of construction Villa and after full satisfaction the Purchaser(s) have / has purchased the Said Villa/ Unit from the Promoter and in future the Purchaser(s) is not entitled to make any dispute or query regarding the titles of the said land, permissions obtained from various authorities for completion of the Said **Villa** Scheme. The Purchaser(s) also agrees that the Purchaser(s) will obey all rules and regulations of the Maintenance Entity and also fulfil all terms and conditions narrated in the said sale deed.

The Purchaser(s) before execution of this Deed has verified and satisfied himself/ herself/ itself/ themselves as to the completion of all the work in the Said Villa and its fitness for occupation. The Purchaser shall have no claims against the Promoter/Maintenance Entity/Society in respect of the said Villa including the following:

- i. Correctness of the area of the said Villa.
- ii. Specifications and amenities provided in the said Villa/Property (described in the Annexure-B hereto).

- iii. Quality of construction of the said Villa and the said property.
- iv. Electrification, plumbing etc., in the Villa and property.

THE Promoter represents, assures and confirms to the Purchaser(s) that no litigation or proceedings of any nature concerning them or any of them or the Said Unit / Villa or concerning any predecessors in title in respect of the Said Villa are pending before any judicial, quasi-judicial, revenue, local, state, or any other Government authorities whomsoever and that the Said Unit/Villa is not under any acquisition, requisition or any reservation for any purpose and that the Said Scheme is developed by the Promoter out of their self-acquired funds and that no one else has any rights including right of maintenance from and over the Said Villa and that they have not entered in any other agreement or arrangement, oral or written, with any person whomsoever nor have created any charge or encumbrance over the Said Unit/Villa. It is further agreed that the Promoter and the Purchaser(s) shall abide by the terms and conditions of RERA, 2016 & Gujarat Real Estate [R & D] Rules, 2017.

If any provision of this Conveyance Deed 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 Conveyance Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance 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 Conveyance Deed shall remain valid and enforceable as applicable at the time of execution of Conveyance Deed.

Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereunder.

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 as applicable at the time of execution of this Agreement.

The Promoter Shall not have any claim over F.S.I, Additional F.S.I terrace rights after building use permission has been obtained, Such Rights if any shall be enclosed by society of buyers.

All expenses for Stamp Duty, Registration Fees, miscellaneous expenses, in respect of these presents have been borne and paid by the Purchaser(s).

First Schedule Above Referred to
(Description of the Project Land)

All that piece and parcel of lands of Village Jethlaj, Taluka – Kalol, District – Gandhinagar, Gujarat, admeasuring to an extent of 58173 Sq. Mtrs. in the below mentioned Survey nos.:

Sr. No	Old Survey No	Consolidated	Re Survey	Area of the Project
		Survey No	Number	SQ.M.
1	82	59/1	147	210
2	81			1118
3	108			2455
4	135			12541
5	130/1 & 130/2			4767
6	131			2338
7	127			469
8	128/2			30
9	113			15931
10	115/1			2963
11	107/2	Not Applicable	136	2604
12	106/2	Not Applicable	135	2113
13	129	Not Applicable	150	10634
	TOTAL			58173

-: SCHEDULE-I :-

ALL THAT piece or parcel Villa No. _____ Type – _____, Sector _____, of the Project - “**FORRESTE 5**”, ((Project to be constructed on the Re survey number 147, 135, 136 and 150 of Village Jethalaj)) to be constructed on the plot of non-agricultural residential land admeasuring _____ Sq. Yards (equivalent to _____ Sq. Meters) of carpet area and having construction carpet area of _____ Sq. Yards (equivalent to _____ Sq. Meters) with an additional area of covered balcony of _____ Sq. Yards (equivalent to _____ Sq. Meters) in Old Survey No. _____ (New Survey No. _____) situated at _____ Village, Taluka – **Kalol**, District – **Gandhinagar** and Registration District **Kalol** GUJARAT and bound on the:

East by :

West by :

North by :

South by :

-: SCHEDULE-II :-

(Particulars of Payment Consideration)

Received a sum of Rs. _____/- (Rupees _____
only) as under.

Rs. _____/- (Rupees _____ **only**)
paid by **Cheque / D.D. No. _____**, dated-
____/____/2019 _____**Bank, _____**
Branch, Ahmedabad.

Rs. _____/- (Rupees _____ **only**)
paid by **Cheque / D.D. No. _____**, dated-
____/____/2019 _____**Bank, _____**
Branch, Ahmedabad.

Rs. _____/- (Rupees _____ **only**)
being amount of TDS paid by purchaser.

Rs. _____/- (Rupees _____ **only**)

ANNEXURE-A

COMMON FACILITIES AND AMENITIES

(Nature, extent and description of common areas and facilities)

Common area development falling within the respective Sectors includes roads, pavements, common plots, etc. Amenities as shown in the respective land falling under the Project will be completed by 31 December, 2028. Delivery of entire Project FORRESTE 5 means delivery of the Villa along with all the infrastructure, common amenities, roads, street lights, sewage systems etc falling under the Project FORRESTE 5. Each villa being an independent building, Project delivery does not necessarily include completion of all other specific villas / other buildings which will be delivered as and when required based on the respective bilateral agreements between the Developer and the prospective allottees.

Since the Project forms part of the Township approved under the Residential Township Policy, 2009 of the Government of Gujarat, therefore, the common amenities, common roads, pavements, common plots, club house(s), will be developed as per the said Township Policy, 2009 and accordingly, all residents / occupants of the various projects that may be launched within the Township shall have the right to use the common areas and facilities described herein.

For the sake of clarity, the undivided right, title and interests in the common area and facilities as may be available to the Allottee, under this Deed or otherwise, shall be subject to the undivided right, title and interests of the other allottee(s) of the Project and the allottee(s) of the other projects of the Township.

NOTE:

The public garden comprising of Forest Trails, Bird Zone, Forest Seating, Treehouse etc as mentioned in the sales promotion material does not fall within the FORRESTE 5, however,

as an additional amenity that the Developer intends to provide to the prospective purchasers as part of overall development under the Township. Further, _____ also not forming part of the Project or the common area and facilities. Allottees/buyers will have the right to use and enjoy the said public garden along with the aforesaid elements. Maintenance of the said Public garden will be done by the applicable local authority at its sole discretion.”

ANNEXURE-B

(Specifications and amenities for the Villa)

JETHLAJ TOWNSHIP, SPECIFICATIONS		
1	Structure	Earthquake Resistant RCC Frame Structure
		External and internal partition walls with good quality cement blocks / clay bricks
2	Flooring	
	Living, Dining	Natural marble / stone, artificial stone, premium vitrified / porcelain tiles /rustic tiles / equivalent
	Bedrooms	Premium wooden laminate flooring or premium vitrified / porcelain tiles equivalent
	Kitchen	Vitrified / Porcelain tiles / equivalent
	Bathrooms & Kitchen Dado	Vitrified / Ceramic / Porcelain / equivalent tiles
	Balcony and Utility	Anti-Skid Vitrified / Ceramic / Porcelain / equivalent tiles
	Verandah	Natural marble / stone, artificial stone, premium vitrified / porcelain tiles /rustic tiles / equivalent
3	Platform / Counter	
	Basin Counter	Polished granite / equivalent Stone
4	Doors	
	Main Door	Teak finish / Veneer finish / Engineered doors / Equivalent Door frames - maranti / engineered door frame / equivalent
	Internal Rooms Door	Flush doors with both side laminate / Engineered doors / Equivalent Door frames - maranti / engineered door frame / equivalent
	Bathroom Doors	Flush doors with both side laminate / Engineered doors / Equivalent Door frames - maranti / engineered door frame / equivalent
	Door Hardware	Door hardware from Ozone, Dorset, Kich or equivalent
5	Windows	
	Aluminum Windows	Jindal (1" Series) / Equivalent Heavy Duty Aluminium Powder Coated Windows / UPVC Heavy Duty Windows
6	Wall Finish	
	Internal	Putty finish
	External	Combination of natural stones, tiles & premium emulsion paint as per villa elevation designs
7	MS Work	
	Balcony, terrace railing, staircase railing	Mild Steel railing / equivalent
8	Plumbing	
	CP Fittings and Accessories	Premium brands like Hindware / Cera / Somany / Jaquar or equivalent

	Sanitary Ware	Wall / Floor mounted Sanitary Ware from Jaquar / Cera / somany / Equivalent
9	Electrical	
	Fixtures	Premium brands like Anchor / ABB, Siemens / Havells or equivalent
	Remarks if any	
CLUB AMENITIES		
	Indoor Amenities - Club	
	1	Reception
	2	Café
	3	Restaurant
	4	Lounge with seating & library
	5	Kids Zone
	6	Banquet Hall
	7	Board games
	8	Badminton Court
	9	Gym
	10	Spa
	11	Hotel Rooms
	Outdoor Amenities - Club	
	1	Tennis Courts
	2	Basket Ball Court
	3	Kids Play Ground
	4	Swimming Pool
	5	Party Lawns

Annexure- C

(Copy of the Project RERA registration certificate)

IN WITNESS WHEREOF the Developer has set and subscribed their respective hands hereto in the manner hereinafter appearing on the day and the year hereinabove written.

SIGNED SEALED AND DELIVERED BY WITHIN
NAMED PROMOTER:-

AHMEDABAD LIMITED

through its Authorised signatory:-

IN PRESENCE OF...

- 1)
- 2)

PHOTOGRAPH OF PROPERTY

ALL THAT piece or parcel Villa No. _____ Type – _____, Sector _____, of the Project - “**FORRESTE 5**”, to be constructed on the plot of non-agricultural residential land admeasuring _____ Sq. Yards (equivalent to _____ Sq. Meters) of carpet area and having construction carpet area of _____ Sq. Yards (equivalent to _____ Sq. Meters) with an additional area of covered balcony of _____ Sq. Yards (equivalent to _____ Sq. Meters) in Old Survey No. _____ (New Survey No. _____ situated at **Jethalaj** Village, Taluka – **Kalol**, District – **Gandhinagar** and Registration District **Kalol**.

DEVELOPER

PURCHASER(S)

Authorized Signatory of
Arvind Limited

PHOTOGRAPH OF PROPERTY

ALL THAT piece or parcel Villa No. _____ Type – _____, Sector _____, of the Project - “**FORRESTE 5**”, to be constructed on the plot of non-agricultural residential land admeasuring _____ Sq. Yards (equivalent to _____ Sq. Meters) of carpet area and having construction carpet area of _____ Sq. Yards (equivalent to _____ Sq. Meters) with an additional area of covered balcony of _____ Sq. Yards (equivalent to _____ Sq. Meters) in Old Survey No. _____ (New Survey No. _____) situated at **Jethalaj** Village, Taluka – **Kalol**, District – **Gandhinagar** and Registration District **Kalol**.

DEVELOPER

PURCHASER(S)

Authorized Signatory of
Arvind Limited

**SCHEDULE UNDER SECTION 32 (A) OF THE
REGISTRATION ACT**

DEVELOPER:

AHMEDABAD LIMITED

through its Authorised signatory:-

PURCHASER(S):-
