

**FILE NO.4374**  
**DATE: 9.8.17**

**DRAFT WITHOUT PREJUDICE**

**SALE DEED**

=====

**Unit No.\_\_\_\_\_ admeasuring about \_\_\_\_\_Sq. Mts. [Carpet Area as per definition of RERA] on \_\_\_\_\_ Floor [as per approved plan \_\_\_\_\_ Floor] along with proportionate undivided right in land admeasuring \_\_\_\_\_ sq. mts. inclusive of internal roads, and common area in the scheme known as “AAGAM APARTMENTS” constructed on Non-Agricultural Land for Residential purpose admeasuring 1380 sq. mts. of Final Plot No.904 [paiki] [Land admeasuring1619sqmts. of Survey No.161/1/1D (4)] and land admeasuring 810 sq. mts. of Final Plot No.904 [Land admeasuring 950 sq. mts. of Survey No.161/1/1K] total land admeasuring 2190 sq. mts. of Town Planning Scheme No.23 [Sabarmati] situate, lying and being at Mouje Acher, Taluka Sabarmati [Old: Ahmedabad City-West] in the Registration District of Ahmedabad and Sub-District of Ahmedabad-2 [Vadaj] at the price of Rs...../- (Rupees ..... Only).**

=====

**FIRST PARTY** : **Excellon Infrastructure LLP**  
**VENDOR** : **through its Administrative Partner**  
**Shri Rakesh Manvendra Patel**

**PAN: AAEPE 3046 L**

having its Office at 1001, Shapath-1,  
Opp.Rajpath Club,S.G.Road, Bodakdev,  
Ahmedabad 380 054

hereinafter called "First Party" or "Vendor",  
(which expression shall unless it be  
repugnant to the context or meaning thereof  
be deemed to include First Party and its  
present and future partners, their heirs,  
administrators, authorised signatories and  
assigns) of the First Party

**SECOND PARTY :** \_\_\_\_\_  
**PURCHASER :** **PAN** \_\_\_\_\_  
**Age :** \_\_\_\_\_ **years**  
**Occupation:** \_\_\_\_\_  
Residing at \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_

Hereinafter in this Indenture of Sale referred  
to as "**THE PURCHASER**" or "**THE**  
**SECOND PARTY**" which expression shall  
unless it be repugnant to the context or  
meaning thereof be deemed to mean and  
include the said "PURCHASER" and  
his/her/their heirs, agents, administrators,  
legal representative and assignees of the  
**SECOND PARTY**.

Whereas the First Party is owner and occupier of Non-Agricultural Land  
for Residential purpose admeasuring 1380 sq. mts. of Final Plot No.904  
[paiki][Land admeasuring1619sqmts. of Survey No.161/1/1D(4)] and  
land admeasuring 810 sq. mts. of Final Plot No.904 [Land admeasuring  
950 sq. mts. of Survey No.161/1/1K] total land admeasuring 2190 sq.  
mts. of Town Planning Scheme No.23 [Sabarmati] situate, lying and  
being at Mouje Acher, Taluka Sabarmati [Old: Ahmedabad City-West]

in the Registration District of Ahmedabad and Sub-District of Ahmedabad-2 [Vadaj] [hereinafter referred to as "the said land"].

The First Party has purchased Non-Agricultural Land for Residential purpose admeasuring 1380 sq. mts. of Final Plot No.904 paiki [Land admeasuring 1619 sq. mts. of Survey No.161/1/1D(4)] of Town Planning Scheme No.23 [Sabarmati] by Sale Deed which is registered in the office of Sub Registrar under serial No.14453 dtd.20.12.14.

The First Party has purchased Non-Agricultural Land for Residential purpose admeasuring 810 sq. mts. of Final Plot No.904 [Land admeasuring 950 sq. mts. of Survey No.161/1/1K] of Town Planning Scheme No.23 [Sabarmati] by Sale Deed which is registered in the office of Sub Registrar under serial No.4171 dated 15.4.15.

Non Agricultural Usage Permission for residential purpose to the land admeasuring 1380 sq. mts. of Final Plot No.904 [paiki][Land admeasuring 1619sqmts. of Survey No.161/1/1D(4)] and land admeasuring 810 sq. mts. of Final Plot No.904 [Land admeasuring 950 sq. mts. of Survey No.161/1/1K] total land admeasuring 2190 sq. mts. of Town Planning Scheme No.23 [Sabarmati] by Collector, Ahmedabad by his order No.CB/Jamin-2/NA/SR-399/14 dated 23.9.14. and also by order no CB/JAMIN-2/NA/SR590/13 DATED 28/11/2014

Ahmedabad Municipal Corporation granted permission for construction on said land by Commencement Letter [Rajachitthi] No.5455/130116/A5678/R0/M1 dated 20-FEB-2016. **The Vendor has started construction of the scheme as approved by the Competent Authority.**

Thereafter the Vendor has decided to put up a scheme of residential units on the said land in the name and style of **“AAGAM APARTMENTS”**.

**The Vendor will register this project under the provisions of the Real Estate [Regulation and Development] Act, 2016 with the Real Estate Regulatory Authority, Gujarat State [Ahmedabad].**

That all persons interested in purchasing any Unit in the said Scheme known as **“AAGAM APARTMENTS”** are informed and are aware and agree that all common area and common amenities of the said scheme will be occupied by “..... Co.Operative Housing Service Society” which is yet to be registered, hereinafter referred to as “Service Society” in fiduciary capacity for the better maintenance of the said scheme and all Unit Purchasers will have to become member of

Service Society. All Unit Holders have to pay Maintenance Deposit and Maintenance Charges as decided by the Service Society from time to time and the Purchaser and other Unit holders are not entitled to demand their individual share in the common area and in the common amenities and facilities of the said scheme.

Thereafter the Second Party contacted the First Party and desired to purchase **Unit No.\_\_\_\_\_** admeasuring about **\_\_\_\_\_Sq. Mts. [Carpet Area as per definition of RERA]** on **\_\_\_\_\_ Floor [as per approved plan \_\_\_\_\_ Floor]** along with proportionate undivided right in land admeasuring **\_\_\_\_\_ sq. mts.** inclusive of internal roads, and common area in the scheme known as **“AAGAM APARTMENTS”** constructed on Non-Agricultural Land for Residential purpose admeasuring 1380 sq. mts. of Final Plot No.904 [paiki] [Land admeasuring 1619sqmts. of Survey No.161/1/1D (4)] and land admeasuring 810 sq. mts. of Final Plot No.904 [Land admeasuring 950 sq. mts. of Survey No.161/1/1K] total land admeasuring 2190 sq. mts. of Town Planning Scheme No.23 [Sabarmati] situate, lying and being at Mouje Acher, Taluka Sabarmati [Old: Ahmedabad City-West] in the Registration District of Ahmedabad and Sub-District of Ahmedabad-2 [Vadaj]. The said Unit/Flat and right to use common amenities, membership and share certificate right of Service Society shall be referred to as **"THE SAID PROPERTY" OR ‘THE SAID UNIT’ OR “THE SAID FLAT”** hereinafter in this Sale Deed and more particularly described in the Schedule.

**[i] The Purchaser hereby agrees to purchase from the Vendor/Developer and the Vendor/Developer hereby agrees to sell to the Purchaser Unit No.\_\_\_\_\_ having carpet area admeasuring \_\_\_\_\_ sq. metres on \_\_\_\_\_ floor in the scheme known as “AAGAM APARTMENTS” for the consideration of Rs.\_\_\_\_\_ including Rs.\_\_\_\_\_ being the proportionate price of the common areas and facilities appurtenant to the Unit, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.**

**(ii) The Purchaser hereby agrees to purchase from the Vendor/Developer and the Vendor/Developer hereby agrees to sell to the Purchaser balcony 1 having area admeasuring \_\_\_\_\_ sq.metres forming part of the Unit and consideration of the same is included in total consideration.**

(iii) The Purchaser hereby agrees to purchase from the Vendor/Developer and the Vendor/Developer hereby agrees to sell to the Purchaser balcony 2 having area admeasuring \_\_\_\_ sq.meters forming part of the Unit and consideration of the same is included in total consideration.

(iv) The Purchaser hereby agrees to purchase from the Vendor/Developer and the Vendor/Developer hereby agrees to sell to the Purchaser wash area balcony having area admeasuring \_\_\_\_\_ sq.meters forming part of the Unit and consideration of the same is included in total consideration.

The Vendor/Developer have sold and conveyed the said Unit as well as the undivided usage right of common amenities and common areas and in future if it is required by law then the Purchaser has to transfer their undivided common rights and common areas to the Service Society at his/her/their own cost and for that the Vendor/Developer will have no liability.

Thereafter the First Party and Second Party have executed Agreement for Sale of said Unit which is registered before Sub Registrar of Ahmedabad-2 [Wadaj] under serial No..... dated ....., herein after referred to as "The Said Agreement".

AND WHEREAS as per the terms and conditions mentioned in the said Agreement the Vendor have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from Vendor the said property for a consideration of Rs. ....../- (Rupees ..... Only).

AND WHEREAS the Purchaser has paid to the Vendor/Developer the said sum of Rs. ....../- (Rupees ..... Only). The details of the payments received are given in SCHEDULE-A separately attached herewith.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of this Sale Deed and in consideration of the said sum of Rs. ....../- (Rupees .....Only) paid as mentioned in SCHEDULE-A by Purchaser to the Vendor on or before the execution of these presents being the full consideration agreed to be paid, the receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof forever acquit release and discharge the Purchaser, the Vendor doth hereby grant, convey, transfer and assure unto the Purchaser ALL THAT property of Unit, undivided land hereditaments and Unit more particularly described in the schedule

hereunder written TOGETHER WITH undivided right in all and singular sewers, drains, passage, common, gullies, water, water-courses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenance whatsoever to the said Unit, hereditaments and Unit or any part thereof belonging or in any way appertaining to or with the same or any part thereof now hath or any time heretofore usually held, used, occupied or enjoyed or reputed or known as part thereof and to belong or be appurtenant thereto AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Vendors in to out of or upon the said Unit, undivided land hereditaments and Unit or any part thereof TO HAVE AND TO HOLD all and singular the said land hereditaments and Unit hereby granted conveyed transferred and assured or intended or expressed so to be with their and every of their rights, easements and appurtenances (all which are called As "The said Flat/ Unit/ The said Property" already assigned hereinbefore) UNTO AND TO THE USE and benefit of the Purchaser for ever as full owner.

The said Unit is ready and complete in all respects but the possession of the said Unit will be given only after obtaining B.U. Permission from the competent authority.

AND THE VENDOR doth hereby for its present and future Partners, authorised signatories, successors, agents, administrators, legal representative and assignees COVENANT with the PURCHASER that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any of its Partners or authorised Signatories or any person or persons lawfully, or equitably claiming by, from, through, under their or them or omitted or knowingly suffered to the contrary the VENDOR now hath at the selling and delivering of these presents good right, full power and absolute authority to grant, release, convey and assure the said Unit hereditaments and hereby granted, conveyed released or assured or intended so to be unto and to the use of the purchaser in manner aforesaid.

AND THAT THE PURCHASER Shall and may at all time hereafter peaceably and quietly enter upon have occupy, possess and enjoy the said Unit hereditaments and receive the rents and profits thereof and of every part thereof to and for him/her/them use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the VENDOR or any of its present and future Partners, authorized signatories, legal representatives and assignees or any of them or claiming by, from under or in trust for their or any of them.

AND full and free right liberty and license for the purchaser, **his/her/their** heirs, agents, assignees and owners for the time being of

the said Unit, hereditaments and property and their tenants and servants and all other persons authorised in that behalf by them or them from time to time and at all time hereafter by day and or night for all purposes connected with the use and enjoyment of the said hereditaments to go, return, pass and repass with or without vehicles in, along, over and upon the land of road, common facilities and staircases etc.

THE VENDOR covenants with the purchaser that no litigation or proceedings of any nature concerning it or the said property are pending before any judicial, quasi judicial or Government authorities and that the said property is not under any acquisition, requisition or any reservation for any purpose whatsoever and that no one else has any rights including right of maintenance from and over the said property, and that no lien, charge or mortgage exists on the said property.

That the Purchaser agrees to abide by the rules, regulations and resolutions of the Service Society and assures that he/she/they shall not commit any breach of the same. Moreover terms and conditions of all other deeds like Agreement for Sale, Possession Declaration, etc shall also be binding upon the purchaser and its transferee. The Purchaser agrees that he/she/they has/have not become free, independent and absolute owner of the said Unit, but the said Unit is to be occupied by him/her/them as a member of the Service Society pursuant to the Share Certificate given to him /her/them by this Deed from Service Society. Therefore the use and transfer etc of this property shall be in accordance with the rules and regulations of the Service Society.

**THIS DEED FURTHER WITNESS and it is hereby mutually agreed by and between the parties hereto as under :-**

The Purchaser irrevocably agrees that he/she/they has/have purchased the said Unit with condition to be a Member of Service Society and on the following terms and conditions and Purchaser hereby agree, confirm, and accept following conditions, restrictions, provisions, stipulations to be observed and performed by the Purchaser:

1. THAT the property known as "AAGAM APARTMENTS" is belonging to and shall always belong to all unit holders i.e. Residential and Commercial Unit Holders of the said scheme. The Purchaser will have ownership right of the Unit sold to him/her/them by Vendor. The Purchaser has to be a member of Service Society. The Purchaser will be allotted Five shares

of Rs.250/- i.e. each share of Rs.50/-/- [Rupees Fifty only]. Purchaser has to use common amenities strictly as per rules framed by Service Society.

2. THE PURCHASER accepts and confirms that the Said Unit 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 seen and approved by THE PURCHASER with additions, alterations or changes made therein, upon request made by THE PURCHASER at his/her/their risk, cost and consequences.

The Purchaser has also verified the titles of the said Unit and Scheme through his/her/their Legal Advisors and after satisfying himself/herself/themselves have decided to purchase the said Unit. In future the Purchaser is not entitled to raise any objection or query regarding the titles of the said Unit or scheme.

3. THE PURCHASER agrees and confirms that he/she/they have examined the quality of construction and common amenities provided in the said scheme and THE PURCHASER is fully satisfied about the same. THE PURCHASER was given effective opportunities to inspect and verify all facts and particulars through such person or persons expert in the subject as THE PURCHASER desired. THE PURCHASER declares that he/she has no complaint or grievance of any nature whatsoever for the quality of construction and the materials used.
4. It has been specifically agreed by THE PURCHASER that THE PURCHASER shall not be hereafter entitled to make any complaint or raise any dispute or grievance about the plans, specifications, design, materials used in the construction and workmanship of the Said Unit and the said Project in general.
5. **The area of the said Unit No.\_\_\_\_\_ is admeasuring \_\_\_\_\_ sq. mts. Carpet Area [As per Rules of Real Estate (Regulation and Development) Act, 2016]. However, the valuation of the property at the time of Sale Deed is considered as per Built Up Area, hence the Built Up Area of the said Unit as per plan passed by Ahmedabad Municipal Corporation is \_\_\_\_\_ sq. mts. and stamp duty**

**is to be paid as per Built Up Area and accordingly Built Up Area is mentioned in the present Sale Deed.**

6. There is no consideration in cash or kind for the Said Unit, not appearing on record, paid or given or agreed to be paid or given by THE PURCHASER to THE VENDOR or the Vendors.
7. It has been specifically agreed that consideration or price fixed between THE VENDOR and PURCHASER is one and composite amount for the said Unit and the PURCHASER is not entitled for any running or separate details or particulars of land, construction, development, infrastructure, etc. THE PURCHASER is not entitled for any running or separate details or particulars of land, construction, development, infrastructure, etc.

Over and above the sale consideration the Purchaser agree to bear and pay to Vendor/Service Society, Service Tax/ GST or any amount in any form whatsoever levied, charged or imposed by any authority or authorities whomsoever; immediately on demand by Vendor/Service Society, from time to time, proportionately in respect of the said Unit.

8. THE PURCHASER has been conveyed the said Undivided Land and the Said Unit only. THE VENDOR has made aware THE PURCHASER that they are proposing to dispose off the other Units in the said Project to different other persons. THE VENDOR shall have right to dispose of these other Units in such manner at such consideration and on such terms and conditions as THE VENDOR may deem fit.
9. The expression "Said Unit" sold or given to THE PURCHASER herein shall be read, understood, interpreted and implemented with the spirit and intention, thereof for his/her/their use, occupation and enjoyment.
10. Terrace above the 13<sup>th</sup> Floor is for exclusive use of the 13<sup>th</sup> Floor Flat owners and common terrace is on Water Tank bottom slab level for the use of all the Unit Holders. The Prospective Acquirer agrees and confirms the said arrangement and in future the Prospective Acquirer will not make any dispute or demand for the said permanent arrangement. But the Unit Holders of top Floor is not entitled

to make temporary or permanent construction on the terrace but the terrace can be used only as an open terrace and no other additional temporary or permanent structural changes or load is allowed on the said terrace. The Unit Holders of top Floor shall allow the First Party/Maintenance Society to use the terrace for any utilities repairs like overhead water tank or TV satellite dish etc. and they are not entitled to raise any objection for the same.

11. THE VENDOR or the Service Society shall have power and authority to regulate, control, manage, govern, run, restrict the aforesaid Scheme as regards time, quality, quantity, purpose or other related matters. THE PURCHASER shall be bound by the same. The decision of THE VENDOR or the Service Society formed by THE VENDOR/ UNIT HOLDERS as regards the same shall be final and binding upon THE PURCHASER. The Service Society will consider the new Purchaser as a Member of said Society and the said new Purchaser will have to comply with all the rules and regulations.
12. The said building is on the hollow plinth + 2 basements hence the 4 BHK Unit Holders will be allotted two Car parking and 3 BHK Unit holders will be allotted 1 car parking **by Service Society free of cost as per convenience of Service Society** and Purchaser is not entitled to raise any objection in this regard. The Purchaser herein has agreed to such arrangement and waived his/her/their right and will not raise any objection of any nature to such arrangement in the future on any ground whatsoever.
13. The Purchaser has clearly understood and agreed that the Unit Holders of the Top Floor will be given specific portion of terrace for the individual use and the remaining portion of the terrace will be used as a common terrace for all Unit Holders of the said scheme. The Purchaser agrees and confirms the said arrangement and in future the Purchaser will not make any dispute or demand for the said permanent arrangement. But the Unit Holders of top Floor is not entitled to make temporary or permanent construction on the terrace but the terrace can be used only as an open terrace and no other additional temporary or permanent structural changes or load is allowed on the said terrace. The Unit Holders of top Floor shall allow the First Party/Maintenance Society to use the

terrace for any utilities repairs like overhead water tank, common pipe lines, cables, wires, or TV satellite dish etc. required for common purpose and they are not entitled to raise any objection for the same.

14. The right of the Purchaser herein shall be subject to the overall powers and authorities of First Party/Service Society, in any of the matter concerning the Unit/Scheme and development thereof and all amenities pertaining to the same and in particular First Party shall have absolute authority and control as regards the un-disposed Units till handing over the possession of the scheme to the Service Society and Settlement of all accounts.
15. The Service Society will manage the common amenities and facilities of the said scheme and the Purchaser and other Unit Holders have to pay Maintenance Charges of Rs.\_\_\_\_\_/ - [Rupees \_\_\_\_\_ only] for maintenance up to the period \_\_\_\_\_. Unit Purchasers have to pay Rs.\_\_\_\_\_/ - [Rupees \_\_\_\_\_ only] towards deposit for Common Maintenance Fund [CMF] and the expenses incurred for common facilities and amenities and for common maintenance will be deducted from interest of Common Maintenance Fund [CMF] and if the said interest is less than expenses then monthly maintenance charges will be recovered from the Unit Holders.
16. The Purchaser shall have no claim and/or legal title with respect to any part of the said Scheme, including but not limited to its common roads, terrace, common infrastructure facilities, amenities and services, save and except in respect of the Said Unit agreed to be conveyed for him/her/it/them. The Said Facilities shall always be of the possession of Service Society, and the Purchaser and other Unitholders shall be permitted to use, and enjoy the same as per the rules and regulations of Service Society from time to time.
17. The Purchaser shall be bound from time to time to sign papers or documents and to do all other things as Service Society may require him/her/it/them to do from time to time to safeguard the maintenance of common amenities of the said scheme and failing which the Service Society is authorized to take action to stop use of common amenities of the Unitholders who has committed default. for safeguarding the interest of Service

Society and other Prospective Acquirers. Failure to comply with the provisions of this Clause will render this Agreement ipso facto to come to an end.

18.

- i) THE PURCHASER after execution of Sale Deed shall be responsible and liable to bear and pay, at actual, all Taxes, cesses, dues and impositions of every description of AMC, and/or any other public bodies and authorities, which directly or indirectly relate to or pertain to the Said Unit and undivided share in land and also to pay proportionate share of maintenance which will be maintained by the Service Society.
- ii) All common expenses and outgoings of security, sweeping, cleaning, lightening, maintenance, repair, replacement, etc., of the said Project, and amenities, facilities, services, conveniences, utilities and infrastructure therein; common expenses of administrative, management, staff, personals, maintenance of accounts and records and other similar or other related matters (all Common Interest Matters); and any other expenses of common nature, as may be fixed by the Service Society, shall be borne and paid by THE PURCHASER and Purchasers of other Units in said Scheme .
- iii) It has been planned to generate Common Maintenance Fund (Hereinafter referred to as “CMF”) to be contributed by all the Purchasers of the Unit in the Project at the rate as stated hereinabove in Point No.16. The Service Society shall calculate – treat the interest or income earned thereon at the Nationalised Bank rate which can be earned on Fixed Deposit (Deemed Income) and such Deemed Income will be utilised to meet with the common expenses referred to herein above. Surplus if any will be allowed to be accumulated in the CMF. Deficit if any will be reimbursed by THE PURCHASER and other Purchasers as may be fixed by Service Society. Such deficit may be met with by collecting required additional CMF from THE PURCHASER and other Purchasers, as may be fixed by Service Society. THE PURCHASER agrees to this arrangement. In case if the amount is not paid, the Service

Society shall be entitled to cut off the common services agreed to be given to THE PURCHASER and in the circumstances, THE PURCHASER shall lose the right to use all common facilities like water supply, etc. THE PURCHASER shall also be bound to pay interest as per the norms of the Service Society and also expenses of restarting the services.

19. So long as the Said Unit shall not be separately assessed for Taxes, water rates, electric bills, etc., the Purchaser shall pay to Service Society such amount as may be fixed from time to time, in advance towards such payment, A.M.C. Taxes and other outgoings. Further, until the Said Unit, can separately be assessed for payment of cost, charges and expenses, the Purchaser shall continue to pay proportionate portion of such amount, cost, charges and expenses as may be fixed by Service Society from time to time. After the Said Unit is separately assessed, then such payments will have to be made by the Purchaser on actual basis.
20. The Purchaser will have undivided right to use Common facilities and amenities etc. with other Purchasers of the said scheme but the said facilities are used in a proper way so that other Purchasers may not have any grievance/difficulty.
21. It is hereby agreed that the Purchaser shall not put or allow to be put any Name Plate, Sign Board and/or any other kind of display of any nature, on the compound wall, gate and/or on the exterior side of the development to be planned and/or in the open space in the Said Unit without the written consent of First Party/Service Society except it is provided by the First Party.
22. THAT the Purchaser shall use the said Unit only for residential purpose and no other commercial use will be permitted like consulting room of medical professional, doctor's clinic, Beauty Parlour, tuition classes, Boys and Girls P.G. Hostel or for any other commercial activities and for any other purpose which may be objectionable to the said Society and other occupiers of Units in the said Scheme.
23. The Purchaser hereby covenants to keep the Said Unit neat, clean and tidy and saved and protected from trespasser, from being illegally used or occupied and to keep construction, sewers, drains, pipes, appurtenances belonging thereto in a good

and tenable condition so as to support and protect the part of the building structure other than their said Unit/s.

24. After conveyance of the Said Unit to the Purchaser, the Purchaser shall be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Unit, after obtaining prior written permission of Service Society and subject to and in accordance with the terms and conditions laid down by First Party. In the event the Purchaser is desirous of selling the Said Unit he/she/it/they shall comply with the following:-

[i] The Purchaser shall give 30 days prior notice in writing to Service Society about his/her/their/its intention to sell the Said Unit, informing about the New Purchaser thereof and shall obtain No Objection Letter from Service Society prior to sale, which shall not be unreasonably withheld by Service Society.

[ii] The Purchaser shall pay Transfer Fee as per rules.

[iii] Declaration cum Indemnity Bond to be obtained from New Purchaser ensuring that all terms and conditions, otherwise binding to the Purchaser shall also be binding to the New Purchaser.

25. THE PURCHASER shall permit THE VENDOR or to its order the Service Society and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Said Unit or any part of the building and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, or other conveniences belonging to or used for the building/s and also for the purpose of laying down, maintaining, repairing, re-constructing, replacing and testing drainage, gas and water pipes and electric wires and for similar or other purposes.

26. The Purchaser shall take possession of the unit within 15 days of the written notice from the vendor to the Purchaser intimating that the said unit is ready for use and occupancy.

27. All documents and sanctioned plans, layout plans, specifications as required by The Real Estate (**Regulation** and Development) Act, 2016 have been provided and handed over to the purchaser.

28. a) THE PURCHASER shall not make any changes in the elevations and outside color scheme of the Said Unit and shall not decorate the exterior of his/her/their Unit other than in the manner in which the same was previously decorated.
- b) THAT the Purchaser shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from his/her/it/their property in the common passages, balconies, compound or any portion of the said Scheme.
29. THE PURCHASER shall not make any temporary or permanent additions and alterations in the structure of the Unit, nor shall do anything which may cause damage or which may weaken the structure of the Building / Unit, like slab, columns, beams, load bearing walls, etc. Similarly, THE PURCHASER shall not also, cover the balcony. THE PURCHASER shall not hang cloths and other articles in the balcony or out-side view of building, or otherwise shall not do anything which in the opinion of THE VENDOR/Service Society does not give proper decorum and decency to the Building / Project.
30. THAT Purchaser 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 and shall put the air-conditioner at the specified place and shall not damage the partition walls, common walls, flooring ceiling etc of the said Unit.
31. THE PURCHASER shall not change, or make any holes or openings, or draw or lay any wires, cables, pipes through, or in any other manner damage, the columns, beams, slabs or RCC part or walls or other structural changes of the Said Unit or any part of the Project.
32. THAT the Purchaser is also aware that some of the walls of this unit are of single brick thickness, which may not be too much strong. If any damage is caused to such walls due to any act of his neighbors, Purchaser/s is likely to suffer damages. Purchaser agrees that he/she shall not claim it from the Vendor. Purchaser also assure to keep and maintain all walls of the unit in good conditions.
33. Similarly the leakage of water from the toilets, bathrooms and kitchen is also likely to happen in the said unit as well as from the

neighboring and upper units. Leaked water/moisture is likely to appear on the walls of the unit and that may deteriorate the painting and plaster on the walls. Purchaser is/are aware that water is a substance which 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 unconnected with construction. Use of Acids for cleanliness, vibration of heavy duty washing machines, mild earthquake jerks, hot water, hard water, rough use, etc are likely to damage pipelines, tiles and their joints. The joints of flooring tiles and wall tiles are also likely to be damaged by such use. Purchaser agree that the Society or Vendor shall not be liable for any damage in the unit due to leakage of water and its various other bad effects.

34. That the doors of the units which are made of wood are likely to be swollen during monsoon due to humidity/damp and thereby can cause some hardship to the purchaser. It is due to act of nature. The purchaser shall not be entitled to claim any damages on that ground. Similarly the purchaser shall not be entitled to recover any damages due to rusting of stoppers etc. as it is usual during monsoon/passage of time.

35. The purchaser unconditionally agree that the Lift facility in this building shall be used as per rules of the Society. It is to be economically used. The purchaser as well as his/her/their employees shall not misuse the said lift and will take care about it and co-operate in it. One should take care that the children do not use the lift often to play. The quality of lift is good. But this is machine and it is not manufactured by the Vendor. Therefore during the use of the lift and even as a result of any defect or otherwise if any one is injured or receive other damages then the Society or Vendor shall not become responsible for it and purchaser and his/her/their heirs etc shall not demand and shall not be entitled to demand such damages/compensation from First Party/Service Society.

36. THAT the Purchaser or his/her/their employees, agents, contractors will not at any time demolish or cause to be done any additions/alterations/modifications of whatsoever nature to the said property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Unit, building or the neighboring Unit. The Purchaser shall not be permitted to put up anything or encroaching of passages or lounges or balconies or veranda's or make any alterations in the elevations and outside colour scheme of the property (including shutters) acquired by him/her/them. The Commercial Unitholders are not entitled to cover margin space by doing additional

construction or not entitled to put advertisement on the shutters of the shops.

37.THE PURCHASER shall insure and keep insured the Said Unit against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof in the name of THE PURCHASER with nationalized insurance company of repute having office at Ahmedabad, and whenever required he shall produce to THE VENDOR/Service Society the policy / policies of such insurance and the receipt for the last premium paid in respect thereof. In the event of the Said Unit being damaged or destroyed by fire/earthquake or otherwise the purchaser shall expend the insurance money for the repair, rebuilding or reinstatement of the Said Unit as soon as reasonable, practical and required.

38.The letters, receipts and/or notices issued by Service Society dispatched by registered post/courier to the address of the Purchaser as known to Service Society, will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectively discharge Service Society.

39.The Scheme shall always be known as **“AAGAM APARTMENTS”**, and this name shall not be changed in any circumstances.

40.All right, title and interest of the Purchaser is restricted to and to be read, understood and interpreted in relation to the Said Unit only, and all other constructed-covered-un-covered-open spaces-areas-portions, open margin lands, infrastructures, developments, amenities, facilities and services shall belong to Vendor/Service Society. The Purchaser shall at no time demand partition of his/her/it/their interest from the entire Scheme. It being agreed and declared by the Purchaser that his/her/its/their interest in the Scheme shall be indivisible.

41.The Purchaser has/have agreed, finally, to acquire legal possession and title to the Said Unit by obtaining conveyance from First Party. The spirit, intention, interpretation and implementation of the word “to confer” or “conferment” of the Said Unit to the Purchaser, in their all grammatical sense, in this Deed shall be understood accordingly.

42.THAT the Purchaser shall maintain at his/her/their own costs the property agreed to be purchased by him/her/them in the same good condition, state and order in which it is/will be delivered to him/her/them and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Municipal Corporation and Torrent Power Limited and any other authorities, local bodies, and 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.

43. THAT the Purchaser and persons to whom the said Unit is ultimately transferred, assigned or given possession of shall observe and perform the bye laws and/or the rules, regulations and resolutions, which the said Society may make and the additions, alternation or amendments thereto for the protection, maintenance, use and transfer of the said building, unit and other space and Unit therein and/or in the compound. They will also abide by the building rules, regulations and bye-laws for the time being of the Ahmedabad Municipal Corporation and other authorities of the government. The Purchaser and the person to whom the said Unit is let, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid by the Society regarding the occupation and use of the building and/or the said unit or other spaces and/or parking spaces therein and shall pay the contribution regularly and punctually towards the taxes and/or expenses or other out goings in accordance with the terms of this deed and as may be decided by the Society from time to time. All the terms, conditions, stipulations and provisions of this deed shall be binding upon the transferee of the Purchasers from time to time.

44. THAT the purchaser have inspected the unit, verified/checked all fittings and fixtures in the unit before taking the possession. He/she/they has/have no complaint/dispute for the same. From now onwards, it is/will be Purchaser's responsibility to keep the unit in good and tenable conditions.

45. THAT if the Purchaser is found to have committed breach of any of the conditions, without prejudice to the right of expulsion of the Purchaser from the membership of the said Service Society and forfeiture of its share and Maintenance Deposit, the said Service Society shall have absolute right to compel the Purchaser to restore the Unit to the original position and in default, shall have a right to cause it to be done through its agents and employees at the cost of Purchaser. Under such circumstances the Purchaser is liable to pay penalty, charges etc. that may be fixed or decided by the Service Society. If the Purchaser fails to pay penalty, charges etc. then under that circumstances the Purchaser is not entitled to use common facilities and common amenities of the said scheme and the same can be discontinued by Service Society without giving any notice and for that Purchaser is not entitled to take any legal action against the Service Society and ultimately his/her/their membership right can also be terminated.

46. The Vendor has authorized its Partner Shri Rakesh Manvendra Patel or Pritish Jetly to sign the present Sale Deed and other related documents as "Authorised Signatory".
47. THE PURCHASER, as the context may require, shall also include his representatives, occupiers, visitors, authorised person, successors, assigns and all and every other person or persons to claim under him/her/it.
48. The expression VENDOR shall also mean and include any person authorised / nominated by it or to its order the Service Society formed by the Unitholders or its assignee or transferee vested with such powers, authorities or obligations as the Vendor may think fit.
49. This Deed shall be binding on the Purchaser, (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 Company) its present and future Directors and assigns and/or any third party having or contemplating to have in future any charge or interest on the Said Unit and/or on the construction thereupon, in part and/or as a whole.

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

The Said property is situated in peaceful area and not included under the notification of the Gujarat Prohibition of Transfer of Immoveable Property and Provision for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1991 [Gujarat 12 of 1991]. Hence the permission under the said Act is not required for transfer of Unit.

That, the Vendor has paid all taxes, Cesses, upto the date of scheme and if the same are found to be due or unpaid, the Vendor shall be liable to pay the same and failing which, the purchaser shall be entitled to

recover them from Vendor. Hereinafter Purchaser is liable for payment of all type of taxes.

That, the expenses for Stamp Duty, Registration Fees, miscellaneous expenses have been borne by the Purchaser.

The Stamp Duty of Rs. \_\_\_\_\_ is affixed on the present Sale Deed as per prevailing rate of Stamp Duty on consideration amount.

The schedule above referred to is mentioned hereunder :

### **SCHEDULE**

**Unit No. \_\_\_\_\_ admeasuring about \_\_\_\_\_ Sq. Mts. [Carpet Area as per definition of RERA] on \_\_\_\_\_ Floor [as per approved plan \_\_\_\_\_ Floor] along with proportionate undivided right in land admeasuring \_\_\_\_\_ sq. mts. inclusive of internal roads, and common area in the scheme known as "AAGAM APARTMENTS" constructed on Non-Agricultural Land for Residential purpose admeasuring 1380 sq. mts. of Final Plot No.904 [paiki] [Land admeasuring 1619sqmts. of Survey No.161/1/1D (4)] and land admeasuring 810 sq. mts. of Final Plot No.904 [Land admeasuring 950 sq. mts. of Survey No.161/1/1K] total land admeasuring 2190 sq. mts. of Town Planning Scheme No.23 [Sabarmati] situate, lying and being at Mouje Acher, Taluka Sabarmati [Old: Ahmedabad City-West] in the Registration District of Ahmedabad and Sub-District of Ahmedabad-2 [Vadaj.**

The said Unit is bounded as under:

On the East by :-

On the West by :-

On the North by :-

On the South by :-

### **PHOTOGRAPHS OF THE PROPERTY**

**Postal Address of Property: Unit No. \_\_\_\_\_, \_\_\_\_\_ Floor, "AAGAM APARTMENTS", Acher, Ahmedabad.**

**VENDOR:**  
SIGNED, SEALED AND DELIVERED  
BY THE WITHINNAMED FIRST PARTY

**Excellon Infrastructure LLP**  
**through its Administrative Partner**  
**Shri Rakesh Manvendra Patel** \_\_\_\_\_

**PURCHASER:**

**Shri/Smt.** \_\_\_\_\_

**SECOND SCHEDULE**

**[Details of common area and facilities]**

**Bore-well, Underground Water Tank, Over-head Water Tank,  
Parking**

**SCHEDULE-A**

**Details of Payment**

1) Rs...../- (Rupees \_\_\_\_\_ Only) is paid by  
Purchaser by cheque No. \_\_\_\_\_ dated  
\_\_\_\_\_ drawn on \_\_\_\_\_  
Bank, \_\_\_\_\_ Branch.

2) Rs...../- (Rupees ..... Only) is  
paid by Purchaser by cheque No. \_\_\_\_\_  
dated \_\_\_\_\_ drawn on  
\_\_\_\_\_ Bank, \_\_\_\_\_ Branch.

=====  
Total Rs. ..../- (Rupees .....  
Only).

IN WITNESS WHEREOF the parties hereto have hereunto set and  
subscribe their respective hands hereunder on  
this **...th day of ....., 2017** at  
**Ahmedabad.**

SIGNED, SEALED AND DELIVERED  
BY THE WITHINNAMED FIRST PARTY  
**Excellon Infrastructure LLP**  
**through its Administrative Partner**  
**Shri Rakesh Manvendra Patel** \_\_\_\_\_

IN PRESENCE OF FOLLOWING WITNESSES:

- (1) .....
- (2) .....

**SCHEDULE**

| <u><b>SIGNATURE</b></u> | <u><b>PHOTOGRAPH</b></u> | <u><b>THUMB<br/>IMPRESSION</b></u> |
|-------------------------|--------------------------|------------------------------------|
| <b>FIRST PARTY</b>      |                          |                                    |

\_\_\_\_\_  
**Excellon Infrastructure LLP**  
**through its Administrative Partner**  
**Shri Rakesh Manvendra Patel**

**SECOND PARTY:**

\_\_\_\_\_

