

# Reflections

by Pacifica

2/3/4 BHK Luxurious Apartments

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(1) Mr. \_\_\_\_\_

(2) Mrs. \_\_\_\_\_

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FLAT NO : \_\_ - \_\_

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AND

**(1) Mr.** \_\_\_\_\_ **And (2) Mrs.** \_\_\_\_\_

Adult/s, Indian Inhabitant/s, Resident Address: \_\_\_\_\_,

(hereinafter called "**THE PROSPECTIVE PURCHASER**") (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include (in case of individual) his heirs, legal representatives, executors and successors, (in case of HUF) its members as at present and from time to time, and their respective heirs, executors and successors, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time, (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 Company) its successors and permitted assigns) of the Other Part.

AND WHEREAS the Developer has acquired Development Rights and purchased in respect of lands situated at Khoraj (sim), Taluka Gandhinagar, in the Registration District Gandhinagar and Sub District Gandhinagar, All those pieces of parcels of the N.A. land bearing of Revenue Survey No.530 admeasuring about 23876 Sq. Mts., and Survey No.531 admeasuring about 2934 Sq. Mts., total admeasuring 26810 Sq. Mts., of Final Plot No.97 admeasuring about 14326 Sq. Mts., and Final Plot No.98 admeasuring about 1760 Sq. Mts., total Final Plot admeasuring 16086 Sq. Mts., of T.P. Scheme No.63, by or under the Development Agreement, dated 29-09-2011 , registered under Sr. No. 11475 of 2011, and All Original Land Owners Shri Mahendhrabhai K Patel and others executed registered Sale Deed, dated 28-03-2013, bearing Sr. No. 4419 of 2013 in favour of PACIFICA DEVELOPERS PVT. LTD.

AND WHEREAS the Developer has evolved a residential project on the said land, known as "**REFLECTIONS**", consisting of residential units, flats and/or apartments. The development plans for the same have been sanctioned by Ahmedabad Urban Development Authority (AUDA) as per its Development Permission, dated 02<sup>nd</sup> April, 2013, having No: PRM/30/1/2012/66 (Hereinafter referred to as the "Development Plans", which expression shall mean and include any variations, amendments, modifications or changes therein from time to time as envisaged or provided hereafter or otherwise).

AND WHEREAS the Prospective Purchaser herein has desired to purchase, and for the purpose to reserve for them, the premises, being Flat No. \_\_-\_\_ on \_\_<sup>th</sup> Floor, consisting of "Carpet Area" as defined under the Real Estate (Regulation and Development) Act, 2016 admeasuring about Sq. Mts. (equivalent to Sq. Fts.), and balcony area admeasuring about Sq. Mts. (equivalent to Sq. Fts.), all totaling to Sq. Mts. (equivalent to Sq. Fts.), of the building known as "**REFLECTIONS**" (Hereinafter referred to as the "**Said Flat**"), more particularly described in the second schedule hereunder written (Hereinafter collectively referred to as the "**Said Premises**").

AND WHEREAS the Prospective Purchaser has perused, studies and explained to himself/herself / itself the said Development Agreements, Certificate and Report on Title issued by SHANTILAL & Company, Solicitors and Advocates, on dated 11-05-2012 bearing No. Ref No. 115-A/2012 of the said land and the documents, papers and writings referred to therein, sanctioned Plans, specifications and designs of the said Project.

AND WHEREAS the Developer intends to enter into separate agreements with other prospective purchasers of the premises in the said project.

**NOW IT IS HEREBY AGREED BY THE BETWEEN THE PARTIES HERETO**

**AS FOLLOWS:-**

1. The Developer shall construct or arrange to be constructed the Said Flat in the said Project on the said land as stated here in above.
2. The Said Flat will be constructed in accordance with the said sanctioned plans, and the Prospective Purchaser has also agreed that the Developer may make such variations and modifications therein as may be required to be done by the Government, AUDA/AMC and other authorities and/or which the Developer in common interest or otherwise may consider desirable and this shall operate as an irrevocable consent of the Prospective Purchaser for making such variations and/or modifications.
3. The Prospective Purchaser has agreed to pay to the Developer the sum of `/-() as mentioned herein below, and shall be paid by cheques / pay slips / Demand Drafts drawn in favour of the Developer.
  - i. The Prospective Purchaser has paid on or before the execution hereof ` \_\_\_\_\_/-().
  - ii. And remaining Balance Amount of `/-() to be paid along with AEC, AUDA, and Legal Charges as per construction linked payment plan mention here below.

- **Construction Linked Payment Plan**
    - 10% of Total Consideration At the time of Booking.
    - 30% of Total Consideration At the time of Execution of Agreement for Sale
    - 45% of Total Consideration on Completion of Plinth Level
    - 70% of Total Consideration of completion of All Slabs
    - 75% of Total Consideration on Walls/Door/Plaster/Windows fixing
    - 85% of Total Consideration on Completion Plumbing and External Plaster
    - 95% of Total Consideration on Lift/Lobbies/ Paving of common areas/Electrical fittings etc.
    - 5% on handing Over of Possession or after receipt of BUP.
  - iii. Maintenance Deposit and Recurring Maintenance Charges to be paid and account to be finally settled and paid against handing over of the possession.
4. It has been agreed that the Prospective Purchaser shall not be entitled for any running or final bill or estimate of land contribution, construction contribution or any other separate detailed particulars of the said amount to be paid under this Agreement. However, the Developer for its relevant purposes of title and accounting may fix specific separate amounts for land, FSI for the Said Flat, construction cost, development charges for the scheme, etc.

5. The said amount referred to in clause (3) hereinabove to be paid by the Prospective Purchaser does not include payments, costs, charges and expenses as per particulars contained in Annexure **"A" hereto**.
6. If the Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of 15% per annum, on all the amounts paid by the Purchaser, till the handing over of the possession. It is hereby expressly agreed that time for payment of each of the aforesaid installment shall be the ESSENCE OF THIS AGREEMENT. In the event of the Prospective Purchaser making any default in payment of any one installment or any other amount due under this Agreement whether formally demanded or not, the Developer shall be entitled to recover the delayed installments / payments with interest at the rate of 15% per-annum for the delayed period or at the Developer's option to cancel the reservation of the Said Premises under this Agreement and to dispose of the premises reserved for the Prospective Purchaser to any other party as the Developer may determine and the Prospective Purchaser will have no claim of any nature whatsoever against the Developer, the Said Owners or against the Said Premises. At the discretion of the developer, deduction will be applied equal to the 10% of the total said unit value and any incurring liquidated damages thereon. This deduction against cancellation is mainly towards administrative charges. The Developer is free to impose any other charges too on cancelation on the basis of its expenditure direct and indirect towards this sale. This is without prejudice to other rights and remedies of the Developer. The Developer shall be entitled to terminate this

Agreement through his representative appearing before concerned sub registrar office and customer also gives his/her/ their irrevocable power of attorney in favour of the Developer to appear on his/her/ their behalf and execute registered cancellation deed Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser (subject to deduction of an amount equal to the 10% of the total said unit value and any agreed liquidated damages and any other amount which may be payable to Developer), the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Developer. If project is near completion or possession of project / phase offered by developer, in that case cancellation is not permitted and no claim for refund or cancellation shall be entertained.

7.

- a) Special Purpose Vehicle (SPV) Society or company or any other may be formed. It may so happen that the land under the said project may be vested and held by such SPV, in which event, the Said Premises will be made available to the Prospective Acquirer as member and shareholder or otherwise claiming through such SPV.

Alternate

The Said Premises (with proportionate share in land) may be made available to the Prospective Acquirer as free hold owner and to use the common amenities, facilities, and common services and infrastructure of the project, which will be managed, maintained, monitored, attended and looked after as provided in other provisions herein.

- b) The possession of the flat is expected to be given to the Prospective Purchaser within 24 month from execution date of this

Agreement. The Developer agrees to give possession of the Said Flat to the Prospective Purchaser in favour of him / her / it by execution and registration of appropriate legal documents, subject to the availability of cement, steel, water for construction or other building materials and subject to strike, shortage of laborers, electrical faults civil commotion or any act of God such as earthquake, flood or any other natural calamities enemy and subject to the consequences of any notice, order, rule or notification of the Government and/or any other public or local authorities or other cause beyond the control of the Developer and subject to regular payments to be made by the prospective purchasers under various clauses herein and subject to due and proper observance of the terms and conditions herein.

8. Under no circumstances, possession of the Said Flat shall be given by the Developer to the Prospective Purchaser until all payments required to be made under this Agreement by the Prospective Purchaser have been made to the Developer and the Prospective Purchaser has duly and properly observed and performed his/her/its obligation, terms and conditions herein.
9. As soon as the Said Flat is notified by the Developer as complete, each of the Prospective Purchaser of the premises (including the Prospective Purchaser herein) shall pay the respective arrears of the amount payable by them within seven days of such notice served individually or to be put at any prominent place in the said scheme. If any of the prospective purchasers of the premises failed to pay the arrears as aforesaid the Developer will be entitled to terminate the Agreement with such prospective purchaser and to forfeit all the installments paid or any other amounts paid by such prospective purchaser till then.
10. The Developer shall, in respect of any amount remaining unpaid by the Prospective Purchaser under the terms and conditions of this

Agreement, have a first lien and charge on the Said Premises reserved for the Prospective Purchaser.

11. Timely payment of instalments of basic sale price and allied charges pertaining to residential flat/ apartment is essence of the terms of this agreement. However, in the event of breach of any of the terms and conditions by the prospective purchaser will / can be cancelled at the discretion of the developer and deduction will be applied equal to the 10% of the total said unit value and any incurring liquidated damages thereon. This deduction against cancellation is mainly towards administrative charges. The Developer is free to impose any other charges too on cancellation on the basis of its expenditure direct and indirect towards this sale. The Developer would not be responsible to refund any collected interest amount on the late payment of instalments; developer will also collect / deduct any due but unpaid interest on delayed payments. The balance amount shall be refundable to the prospective purchaser without any interest after deduction of administrative expenses including but not limited to agents' commissions paid for same unit and after the same apartment is allotted to some other intending purchaser and after compliance of certain Formalities by the purchaser. The developer in its absolute discretion may condone the delay by charging penal interest @ 15% interest per annum, on monthly basis on overdue amount. The Developer reserves the right to change / cancel having default of 3 payments and release the unit for resale. The Developer reserves the right to collect / deduct cancellation charge from agent of prospective purchaser in case of any default from his / her side in payment of cancellation charge.
12. Nothing contained in this Agreement shall be construed so as to confer upon the Prospective Purchaser any right, title or interest of any kind whatsoever in, to or over the Said Premises. Such conferment shall take place only upon –

- i. The Developer has received all the payments due to it under the terms hereof from the Prospective Purchaser.
- ii. The possession of the Said Flat has been handed over by the Developer to the Prospective Purchaser as provided under this Agreement.
- iii. The Prospective Purchaser has, generally, duly and properly observed the terms and conditions contained herein.

13. The Prospective Purchaser shall have no claim with respect to any part of the scheme, hollow plinth, parking, basement parking, common amenities, terrace, open margin land, common open plot, balance - future - expected - floating FSI, right to put up construction in future, lift, lift well, staircases, lobbies, passages and all and every other areas and spaces, all amenities, facilities, services and utilities, save and except the Said Flat reserved for him/her/it herein and minimum conveniences required for use, occupation and enjoyment thereof.

14. The Purchaser shall pay by way of common maintenance fee and other amounts of for the initial period of years, in the manner as follows:-

- i. `1,00,000/- towards AUDA/Development Charges per Unit.
- ii. `50,000/- towards AEC/UGVCL Charges per Unit.
- iii. Common Maintenance Fund has been planned to be generated from the purchasers of the premises in the scheme and the income thereof will be utilised to meet the expenses of common electricity bills, salaries, maintenance, repair, replacement, etc. of

the common amenities, facilities, services, conveniences and common infrastructure of the scheme, and each of the Purchasers of the premises in the scheme shall contribute `1,00,000/-(Rupees One lakh only) towards such Common Maintenance deposit which shall be paid at the time of handing over of the possession of the said premises by the Developer to the prospective purchaser and such deposit without interest will finally be transferred-handed over to the Society or company under the Gujarat Co-op societies Act, 1961 or under the companies Act, 1956 Or any other Association of the purchaser Of the premises in the Building simultaneously with the handing over of the project to it. The project will be handed over as soon as the project is complete and all flats have been disposed of and all the amounts to be recovered from the project and purchaser of the premises are fully and finally recovered by the Developer.

- iv. Each the prospective acquirer, including the Prospective Acquirer herein shall pay recurring MAINTENANCE CHARGES at the rate of \_\_\_\_\_per square feet for 24 - Months amounting to `/- () for the period from the date of handing over of the possession till Such MAINTENANCE CHARGES and benefits of the said amount will stand fully and finally appropriated towards Common Maintenance Expenses of common amenities, facilities, services and conveniences described in the third schedule hereunder written and common infrastructure of the scheme and the

Developer will not be required to account for the same. The surplus or deficit if any will be exclusively to the account of the Developer only.

15. So long as the Said Flat shall not be separately assessed for water rates, electricity bills, and any other outgoing, the Prospective Purchaser shall pay to the Developer such amount as may be fixed by it from time to time, in advance towards the same. After the premises in the buildings are separately assessed, the balance amount will be refunded to or deficiency will be recovered from the respective Prospective Purchaser by the Developer. The decision of the Developer in all matters relating to the same shall be final and binding upon the Prospective Purchaser.
16. The Prospective Purchaser hereby agrees that in the event if any amount due to the - Nagar Panchayat, the State Government or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Developer, the same shall be reimbursed by the Prospective Purchaser as may be fixed by the Developer.
17. The Prospective Purchaser shall maintain at his/her/its cost the Said Flat in the same good condition, state and order in which it is delivered to him and shall abide by the Rules and Regulations of the Government, AUDA / AMC, Nagar Panchayat, District Panchayat and Ahmedabad Electricity Company, local bodies and other authorities and shall attend, answer and be responsible for all actions.
18. It is hereby agreed that the Prospective Purchaser shall not put any Board on the Said Flat or any part of the building/s. The place, colour and size of the Board shall be decided by the Developer or the said Architect.

19. The Prospective Purchaser hereby agrees to pay all the amounts payable under the terms of this agreement as and when they become due and payable. Time in this respect being the Essence of the Contract. Further the Developer is not bound to give notice requiring payment to be made, time for payment of which is specifically agreed upon herein and the failure thereof shall not be placed as an excuse for non-payment of any amount or amounts on the respective due dates. Any payment required to be made by the Prospective Purchaser under the terms hereof, and time for payment is not specifically provided, shall be paid as and when demanded by the Developer, if not at the time of handing over of the possession of the Said Flat by the Developer to the Prospective Purchaser.
20. The Prospective Purchaser hereby agrees with the Developer and undertakes to pay amounts liable to be paid by the Prospective Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Developer indemnified against the said payments and observance and performance of the covenants and conditions contained herein except so far as the same ought to be observed by the Developer.
21. The Prospective Purchaser hereby covenants to keep the Said Flat, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the building other than his premises.
22. The Prospective Purchaser shall not without the written permission of the Developer let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the Said Premises nor assign, underlet or part with his interest or the benefit of this

Agreement or any part thereof until the Prospective Purchaser shall have paid to the Developer all the moneys payable to the Developer under this Agreement and shall have obtained prior approval of the Developer. However no such Approval will be granted by the Developer under any circumstances whatsoever during the initial period of One Year from the date hereof, failing which any such transaction shall be null and void and shall not take effect. Prospective Purchaser shall pay the sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as and by way of transfer charges to Developer in case of sale.

23. The Prospective Purchaser shall permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Flat or any part thereof to view and examine the state and condition thereof and the Prospective Purchaser shall make good any defects found within three days of the giving of such notice in writing by the Developer to the Prospective Purchaser.

24. The Prospective Purchaser shall permit the Developer and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Said Flat 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 surviving or used for the building/s and also for the purpose of laying down, maintaining, repairing, re-

constructing and testing drainage, gas and water pipes and electric wires and for similar or other purposes.

25.

- i. The Prospective Purchaser shall not use the Said Flat or permit the same to be used for any purposes whatsoever other than residence for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other premises nor for any illegal or immoral purposes or for the purposes prohibited by law.
- ii. The Prospective Purchaser will not use or permit to be used the Said Flat or any part thereof for commercial purpose, including without limitation, hotels, restaurants, eatery, dairy, club, gymkhana, Doctors consulting, nursing home or hospital, laboratory, video game parlor, beauty parlor, cyber cafe, tuition and coaching classes, garage, services and repair of vehicles office of the trade union or political parties.
- iii. The Said Flat shall be used, occupied and enjoyed subject to other rules of the scheme as may be framed by the Developer. The Prospective Purchaser shall perform and observe the same, and shall abide by them.

26.

- i. The Prospective Purchaser shall not at any time demolish or cause to be demolished the Said Flat or any part thereof. The Prospective Purchaser shall not make any alterations in the elevations and

outside colour scheme of the Said Flat to be purchased by him. If any penalty, premium or any other charges are levied by the Ahmedabad Municipal Corporation or any other authority in respect of any addition or alterations made or to be made in the sanctioned plans, the same shall be borne and paid by the Prospective Purchaser, if the same are concerning the Prospective Purchaser, and if the same are of common nature, by the Prospective Purchaser in common with others.

- ii. The Prospective Acquirer shall not make any temporary or permanent additions or alterations in the structure of the building, nor shall do anything which may cause damage or which may weaken the structure of the building, like slab, columns, beams, load bearing walls, etc. Similarly, the Prospective Acquirer shall not cover the balcony nor shall put up any shed or any other temporary or permanent construction in the terrace that may have been allotted to him. The Prospective Acquirer shall not hang cloths in the balcony or out-side view of building, for drying, or otherwise shall not do anything which will not give proper decorum and decency to the building.

27. After the possession of the Said Flat is handed over to the Prospective Purchaser, if any additions or alterations in or about or relating to the building of which the Said Flat forms part are thereafter required to be carried out by the Government, District Panchayat, AUDA / AMC or any statutory authority, the same shall be carried out by the holders of the premises in the said building/s at their own costs and the

Developer shall not be in any manner liable or responsible for the same.

28.

i. The Prospective Purchaser after possession of the Said Flat shall insure and keep insured the Said Flat against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof with nationalized insurance company of repute having office at Ahmedabad and whenever required he / she / it / they shall produce to the Developer the policy / policies of such insurance and the receipt for the last premium paid in respect thereof and in the event of the Said Flat being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Flat as soon as reasonable, practical and required.

ii. The Prospective Purchaser shall not do or permit to be done any act or things which may render void or voidable any insurance of any premises in the building or any part of the building or cause any increased premium payable in respect thereof.

29. The Prospective Purchaser shall not decorate the exterior of his/her/its premises other than in the manner in which the same was previously decorated.

30. The Prospective Purchaser shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Flat or for the purpose of repair of any part of the building or the Said Flat in the compound or any portion of the building.

31. Any delay by the Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Prospective Purchaser shall not be considered as a waiver on the part of the Developer of the Prospective Purchaser nor shall the same in any manner prejudice the remedies of the Developer.
32. The letters, receipts and/or notices issued by the Developer dispatched Under Certificate of Posting or Couriered to the address of the Prospective Purchaser as known to the Developer will be sufficient proof of receipt of the same by the Prospective Purchaser and shall completely and effectively discharge the Developer.
33. If the Prospective Purchaser neglects, omits or fails for any reason whatsoever to pay to the Developer any part of the amounts due and payable by the Prospective Purchaser under the terms and conditions of Agreement, whether before or after the delivery of the possession, within the time hereinbefore specified or if the Prospective Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations herein contained, the Developer shall be entitled to re-enter upon and resume possession of the Said Flat and everything whatsoever therein and in such event this Agreement shall cease and stand terminated. The Prospective Purchaser herein agrees that on the Developer's re-entry on the Said Flat as aforesaid, all the right, title and interest of the Prospective Purchaser in the Said Flat and under this Agreement shall cease and that the Prospective Purchaser shall also be liable for immediate ejectment as a trespasser.
34. It is hereby agreed between the Developer and the Prospective Purchaser that no sooner the entire payments and all other dues payable by the Prospective Purchaser to the Developer under this Agreement have been completely and finally paid and the Prospective Purchaser have been put in possession of the Said Flat as provided in this Agreement.

35. The scheme shall always be known as "**REFLECTIONS**" and this name shall not be changed in any circumstances. However, the Developer may change this name or give any other names to different wings.
36. The Prospective Purchaser shall at no time demand partition of his/her/its interest in the building or the project or the said land. It being agreed and declared by the Prospective Purchaser that his/her/its interest is impartible.
37. The Said Flat shall be used, occupied and enjoyed by the Prospective Purchaser as one unit and the Proposed Acquirer shall not divide or sub-divide the same for use as more than one unit. It has been specifically agreed that the main door and other opening by way of doors, window or any other in the Said Flat shall not be changed, altered in colour, size or location. No other door, window or opening shall be made other than as proposed.
38. Without prejudice to any of the terms and conditions hereinabove, the member hereby expressly consents to the Developer for any arrangement of raising loan for the benefit of the Developer/project or for the benefit of all or some of the prospective purchasers of the premises in the scheme. The Developer may execute any documents including mortgaging the said land and building/s or the premises therein including the Said Flat as is required for raising such loan. If the loan is raised for the benefit of the proposed acquirer of the premises, he/she/it shall bear the proportionate cost of such loan expenses, interest and investments if any and shall also pay regularly his/her/its proportionate installment along with interest as determined by the Developer.
39. The transaction covered by this agreement at present may become liable to tax under any direct or indirect tax laws or similar other laws. If by reason of any amendment to the constitution or enactment or

amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or for any inputs of materials or equipment used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Prospective Purchaser on demand at any time.

40. The Prospective Purchaser specifically covenants with the Developer as follows:-

a) The over-all control and management of the Project, implementation thereof, power to sell / allot the premises and all and every other related matters, in general shall be that of the Developer and the decision of the Developer in all matters specifically stated in the Development Agreement with the Said Owners or not or any other shall be final and binding upon the Prospective Purchaser herein and all other partners in the scheme.

b)

i) The Developer shall have power and authority to change the specifications of construction as the nature and circumstances may require or as the Developer may deem, fit and proper. If such change in specifications gives rise to any additional cost, the Developer shall be entitled to receive and recover the same from the Prospective Purchaser and the Prospective Purchaser shall be required to pay the same to the Developer as may be certified by the architect of the scheme.

ii) The Developer may, at the request of the Prospective Purchaser, carry out any internal changes or alterations or

changes in specifications, at the risk, cost and consequences of the Prospective Purchaser. If these changes, etc. gives rise to any additional cost, the Prospective Purchaser shall be required to pay the same to the Developer as may be certified by the Architect of the scheme or according to the estimate that may be given by the Developer prior to the execution of such work.

- c) The Developer shall have full power and absolute authority to dispose of any of the premises, or any part of the project including hollow plinth, parking area, basement parking area, parking, common amenities, terrace, passages, open margin land, and everything described in para hereinabove as the Developer may deem fit and proper. The same shall be binding upon the Prospective Purchaser and the Prospective Purchaser shall not have any power or authority to dispute, challenge or take objection for the same. Due consideration to these exclusions is given in fixing the amount agreed to be paid and contributed by the Prospective Purchaser as aforesaid. But the Parking and Terrace area will be sold to the Members only.
- d) The Prospective Purchaser shall obtain receipt for all the amounts that may be paid under the agreement to the Developer. No claim for any payment shall be valid, save and except in respect of which the Prospective Purchaser has obtained such receipts.
- e) The scope of work or services to be given by the Developer under this agreement is till the completion of work of implementation of the project actually at site, but does not include any permissions,

approvals, etc. that may be required to be obtained from Ahmedabad Urban Development Authority / AMC or any other authority or authorities, not specifically stated herein to be obtained by the Developer, shall be obtained by the Prospective Purchaser and other purchasers of the premises in the scheme, in co-operation with each other, at their cost and expenses.

- f) The Prospective Purchaser shall be bound by such rules and regulations as may be framed by the Developer in the matter of use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement of common amenities, facilities and services, conveniences and infrastructures.
- g) The Developer may provide security, telephone cable, multipurpose cable, TV channels, internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be made available to the prospective purchasers in the scheme. These facilities may be provided through any outside agency under contract with him on such terms and conditions as may be finalized by the Developer with him. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Prospective Purchaser and other members in the scheme. The Prospective Purchaser may use such facilities as per rates - price - consideration and terms and conditions as may be fixed.
- i) The terrace above the last floor of the buildings shall belong to and will be of ownership of the Developer only. The Developer shall be entitled to deal with and dispose of the same as open terrace for such use and purpose, with or without any right to put up new or additional construction of one or more stories

in such manners and on such terms and conditions the Developer shall deem fit.

- ii) The Developer or any other person authorised by it may put up new or additional construction of one or more stories on the terrace or part thereof, subject to the building regulations in force at the relevant time. Such construction that may be put up will absolutely belong to and will be of the ownership of the Developer or the person who may erect. The Developer or the person who may erect may deal with or dispose of the same in part or parts as it may deem fit. All amenities, facilities, services and utilities in the scheme may be common for such new or additional constructions.
- iii) The Developer for the purposes of such new or additional construction will be entitled TO TAKE full support, shelter and protection of the structure of the buildings and every part thereof, to make use of installations, infrastructures and other paraphernalia including walls, columns, beams, water system, drainage, sewerage, electrification etc. They are designed and equipped to bear the additional load and requirement for additional stories. Such new or additional construction may be erected, installed or put up with such design, specifications or details as the Developer may deem fit, including to support the same by columns and beams from the ground. New terrace that may come into existence will also belong to the Developer with the same rights as provided herein.
- h) The Prospective Purchaser of the Said Flat will not use or permit to be used the common passages, stairs, staircases, or any other

open areas, spaces, margin lands, etc. for waiting, storage or keeping any articles or things or in any other manner.

i)

i) The Developer may (not obligatory) form a Society or Company under the Gujarat Co-op. Societies Act, 1961 or under the Companies Act, 1956 or any other Association of the purchasers of the premises in the building/s. The Prospective Allotee will be required to become member of such Society or Company or Association. Such Society or Company or Association will manage, maintain, control, monitor and look after the matters relating to common maintenance and other common interest of the Prospective Purchaser and other purchasers of the premises in such building, including common amenities, facilities, services and infrastructure of the building and the project in general.

ii) Notwithstanding other provisions herein, any arrangement that may be worked out by the Developer for or in the matter of parking, and maintenance of the common amenities, facilities, services, conveniences and infrastructures of the project, to hold and use Common Maintenance Fund, the rules and regulations regarding use, occupation and enjoyment of common amenities, facilities, services, conveniences and infrastructures and other matters and things of common interest shall be binding upon the Prospective Purchaser herein and other purchasers of the premises in the scheme.

41. The Developer has declared and announced their scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.
42. It has been agreed that if any changes, modifications or alterations are effected by the Developer 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 Prospective Purchaser, such changes or modifications or alterations shall be binding upon the Prospective Purchaser and to that extent the terms and conditions, rights and obligations of the Prospective Purchaser under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not prejudicially affect the right of the Prospective Purchaser with respect to the Said Flat.
43. The Prospective Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
44. The Prospective Purchaser hereby declares that he/she/it has read, understood and agreed each and every term of this Agreement before execution.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

**-: THE FIRST SCHEDULE ABOVE REFERRED TO:-**

**PART-A**

All those pieces of parcels of the N.A. land bearing of Revenue Survey No.530 admeasuring about 23876 Sq. Mts., and Survey No.531 admeasuring about 2934 Sq. Mts., total admeasuring 26810 Sq. Mts., of Final Plot No.97 admeasuring about 14326 Sq. Mts., and Final Plot No.98 admeasuring about 1760 Sq. Mts., total Final Plot admeasuring 16086 Sq. Mts., of T.P. Scheme No.63, situated at Mouje KHORAJ, Taluka GANDHINAGAR, Sub-District GANDHINAGAR, and District of GANDHINAGAR and are as under:

On or towards North : Survey No.529.  
 On or towards South : Survey No.533.  
 On or towards East : Survey No.515.  
 On or towards West : Survey No.532.

**FINAL Plot Nos.97 & 98**

On or towards North : Final Plot No.85/3.  
 On or towards South : Final Plot No.152.  
 On or towards East : Road.  
 On or towards West : Final Plot No.82/1.

**:- THE SECOND SCHEDULE ABOVE REFERRED TO:-**

**(Ref. page)**

ALL THAT the **Flat No: \_\_-\_\_, on \_\_<sup>th</sup> Floor**, consisting of "Carpet Area" as defined under the Real Estate (Regulation and Development) Act, 2016 admeasuring about \_\_Sq. Mts. (equivalent to Sq. Fts.), and balcony area admeasuring about \_\_\_\_ Sq. Mts. (equivalent to Sq. Fts.), all totaling to Sq. Mts. (equivalent to Sq. Fts.), of the building known as "**REFLECTIONS**" constructed on the land more particularly described in the first schedule hereinabove written.

**:- THE THIRD SCHEDULE ABOVE REFERRED TO:-**

**(Ref. page)**

I.

1. Expenses of maintenance- upkeep, repair, reconstruction, working, operation, management, administration, etc. of the common amenities, facilities, services and conveniences of the project.
2. The expenses of maintaining, repairing, re-constructing, redecorating etc. of the main structure of the buildings.
3. Cost, remuneration, charges, salaries, etc. of clerks, gardeners, chokidars, sweepers etc.
4. Insurance of the building or any of the common amenities, facilities, services and conveniences.
5. The expenses of maintenance and operation of lift, including payment of electricity bills, lift operator salary, etc.

## II.

1. The expenses of maintaining, repairing, redecorating etc. of the structures, of the project and in particular the rain water pipes, water supply pipe, drainage pipes and electric wires enjoyed or used by the member in common with other members and the main entrance, passages, landings, stair-cases of the buildings.
2. The costs of cleaning, lighting, etc. of the passages, landings, staircases and other parts of the project.

III. Expenses of maintenance, management and administration of the records, affairs and activities of the building, general or specific.

IV. All and every cost, charges and expenses of common nature, for common purpose not generally or specifically provided herein.

**SIGNED, SEALED AND DELIVERED**

**BY THE WITHINNAMED:**

Pacifica Developers Pvt. Ltd.:

Represented through its

Director / Authorised Person,

**MR. JAY R. CHANDANI**

\_\_\_\_\_

In the presence of:

**SIGNED AND DELIVERED**

**BY THE WITHINNAMED:**

**(1) Mr.** \_\_\_\_\_

\_\_\_\_\_

**(2) Mrs.** \_\_\_\_\_

\_\_\_\_\_

In the presence of:

SIGNED, SEALED AND DELIVERED BY THE WITH IN NAMED PACIFICA DEVELOPERS PVT. LTD. REPRESENTED THROUGH ITS DIRECTOR / AUTHORISED PERSON, **MR. JAY R. CHANDANI.**

\_\_\_\_\_  
**MR. JAY R CHANDANI**

**PHOTO**

**THUMB**

\_\_\_\_\_  
**(PURCHASER AFORESAID)**

\_\_\_\_\_  
**(1) Mr. \_\_\_\_\_**  
**THUMB**

**PHOTO**

\_\_\_\_\_  
**(2) Mrs. \_\_\_\_\_**  
**THUMB**

**PHOTO**

**ANNEXURE "A"**

1. Ahmedabad Electricity Company or GEB charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or sub-station or other equipment and instruments; payment of security and other deposits; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

2. All and every costs, charges and expenses for sanction of development and construction plans and specifications, drainage, etc. from AUDA or Ahmedabad Municipal Corporation and all other concerned authorities; security deposits, scrutiny fees, and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.
3. "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
4. Legal, stamp duty and all other expenses in connection with the formation and registration of SPV.
5. All and every costs, charges and expenses regarding stamp duty, registration fees, legal fees and other expenses required to be paid, spent or incurred for legal and proper completion of transaction of making available the Said Premises to the Prospective Purchaser, and relating agreement, document/s, papers and writings that may be required to be executed and/or registered for the purpose.
6. The cut-off date for payment of maintenance charges has been fixed from \_\_\_\_ per square foot of super built-up area of the Said Flat shall be paid per month to commence from the date of handing over of the possession of the Said Flat. Payment of such amount is in addition to the amount to be paid by way of Common Maintenance Deposit and other charges.
7. Payment of expenses for any additional work assigned to the Developer will be paid extra by the Prospective Purchaser.

8. If there is requirement of Fire Protection System or any other service, utility or facilities required by law or any authority, to be installed or erected or any other measures may additionally be required to be taken, all and every cost, charges and expenses for the same shall, proportionately, coming to the share of the Prospective Purchaser, be borne and paid additionally.
9. Service Tax that may be levied, charged or imposed for any matter or thing relating to the construction, development or otherwise, at actual as may be applicable from time to time as per applicable provisions of law.
10. Value Added Tax (VAT), Sales Tax, GST and/or any other taxes as may be applicable.
11. Building and other constructions welfare cesses - taxes.
12. Any Other Expenses incurred on the said Unit.