



CONVEYANCE DEED

(1) _____

(2) _____

FLAT NO: _____

DEED OF CONVEYANCE

This Deed of Conveyance made at Gandhinagar on the date: -

_____ BETWEEN **PACIFICA DEVELOPERS PVT.**

LTD., (PAN: AAACP0419R), a Company registered under the Companies Act, 1956 with the Registrar of Companies, Ahmedabad, Gujarat State, having its office at 33, Amrapalash Bungalows, Behind Fun Republic, Ramdevnagar, Ahmedabad-380015; hereinafter called "**Developer**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns)"**First Party**" of the First Part;

AND**(1)** _____ **(PAN NO : _____)****(2)** _____ **(PAN NO : _____)**

Adult/(s), Indian Inhabitant/(s) having Address:

_____ ; hereinafter called "**PURCHASER**

(/S)" (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 Purchasers 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 Second Part.

AND WHEREAS the developer has purchased land 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,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, more particularly described in the FIRST SCHEDULE hereunder written (Hereinafter referred to as the "Said Land").

ANDWHEREAS the developer has developed a project of residential units, flats and/or apartments thereon; such project is known or described as "**REFLECTIONS**" and shall hereinafter be referred to as the "Project" or the "Scheme".

AND WHEREAS Purchaser (/s) has agreed to acquire from the Developer in Block No: _____; Flat No: _____ situated on _____ Floor, of the building known as "**REFLECTIONS**" (the said "Building") 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.), (Hereinafter referred to as the "**Said Flat**"), for the consideration of `_____/-(_____). The said building is being constructed on the land more particularly described in the first schedule hereunder written (Hereinafter collectively referred to as the "**Said Land**").

AND WHEREAS the common development, erection, and installation of the infrastructure of the Scheme, common

amenities and facilities are completed. The development and construction of the Said Flat is complete.

AND WHEREAS Purchaser (/s) has requested the developer to make a final conveyance of the Said Flat, execute conveyance deed for the same, which the developer have agreed, being these presents.

NOW THIS INDENTURE WITNESSETH that

1. IN CONSIDERATION of the said sum of `____/- (_____), paid by Purchaser (/s) to the developer, payment and receipt whereof, the developer doth hereby admit and acknowledge and of and from every part thereof forever acquit, release and discharge and the Developer hereby agrees to give credit of the same to Purchaser (/s) in its Books of Account as allotment contribution, the Developer hereby give, grant and allot and the developer confirm unto Purchaser (/s)aid Flat, subject to other provisions, stipulations and covenants on the part of Purchaser (/s) herein contained in Annexure "A" hereto, the Said Flat, more particularly described in the second schedule hereunder written. It is agreed that if in any discussion or negotiations or any time hereafter words "Saleable Area" or "Chargeable Area" are used, they are just to indicate the common market practice. The consideration agreed between the parties is always in respect of carpet area of the said flat.

2. Purchaser (/s) TO HAVE AND TO HOLD all and singular the Said Flat hereby given, granted and allotted and intended or expressed so to be with their and every of their rights, Purchasers and appurtenances UNTO AND TO THE USE and benefit of Purchaser (/s) as in the manner that the Said Flat will be held by Purchaser (/s) as allotted by the Developer as its Purchaser and FURTHER SUBJECT to the payment of all rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Panchayat, State of Gujarat or any other public body in respect thereof and SUBJECT TO rules and regulations of the developer and of the Scheme as may be in force from time to time, and to be observed and performed by Purchaser (/s).
3. The Developer do hereby for themselves, their respective executors, administrators and assigns covenant with Purchaser (/s) THAT notwithstanding any act, deed, matter or thing whatsoever by the Developer or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, THEY, the Developer now have in themselves good right, full power and absolute authority to give, grant and allot the Said Flat hereby

given, granted and allotted unto and to the use of Purchaser (/s).

4. It shall be lawful for Purchaser (/s) from time to time and at all times subject to aforesaid peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the Said Flat and receive the issues and profits thereof and of every part thereof to and for their own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Developer or by any person or persons lawfully or equitably claiming by, from, under or in trust for them.
5. The Developer agrees at the request and cost of Purchaser (/s) do and execute all such further and other lawful and reasonable acts, deeds, things and matters, for better, further and more perfectly and absolutely giving, granting and allotting the Said Flat unto and to the use of Purchaser (/s) as shall or may be reasonably required by Purchaser (/s).
6. Purchaser (/s) has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Developer as follows:-
 - The Said Flat is given, granted and allotted further subject to the followings.

- i) Purchaser (/s) shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations, decisions, resolutions of the Developer and scheme, past, present or future as regards the general administration and management of its affairs and matters, including affairs and matters relating to common amenities, facilities, services, infrastructures and conveniences of the said scheme.
 - ii) Any transfer or assignment inter-vivous or by operation of law or any disposal in any manner whatsoever, of allotment rights under these presents of Purchaser (/s) or transmission thereof on account of inheritance or succession shall always take effect along with the shares and Purchasership of the Owner of Purchaser (/s) herein. The rights, interests, benefits, privileges and advantages and the manner, use, occupation and enjoyment thereof by Purchaser (/s) of the Said Flat shall at all times be, reasonably, as per common interest, governed, controlled, managed, administered and monitored by the developer.
7. The Said Land does not fall under the Disturbed Area. Hence, provisions of Gujarat Prohibition of Transfer of Immovable Property & Provision for Tenants from

Eviction from Premises in Disturbed Areas Act, 1991, do not apply to the same.

8. As stated hereinabove the total consideration of the said property is ` _____/-(_____) which is required to be paid by the Purchasers to the Vendor. However, as per Provision / Sec 194 IA inserted by the Finance Act, 2013 w.e.f. 01-06-2013 in the Income Tax Act and as per said provision / sec. out of and from the amount of total consideration of these present, an amount of ` _____/-(_____) is paid after 01-06-2013 and accordingly an amount of ` _____/-(_____) is deducted as tax deducted at source thereon. The Purchasers assure and undertake to the Vendor that they have deposited the aforesaid deducted amount, with the Central Government accompanied by prescribed challan-cum-statement as per the guideline issued by the Income Tax Department. The Purchasers have also assured the Vendor that, they shall give / deliver to the Vendor TDS certificate in Form 16B to the payee within 15 days from the due date of furnishing Form No.26QB. Further, in the event of the Purchasers' failure to deduct and pay the tax as aforesaid, then the Purchasers alone will be liable to pay the interest and/or penalty as also for the prosecution if any as per the provisions of the

Income Tax Act 1961. The Purchasers will indemnify and keep indemnified saved defended and harmless the Vendor in that behalf. The Vendor has relied upon the said assurances given by the Purchasers and has accepted receipt of the balance amount of ` _____ /-(_____) as part consideration received by it (Vendor) from the Purchasers, subject to delivery of the TDS certificate. It is further specifically agreed by the Purchasers that if the Purchasers fail to remit the TDS amount in the prescribed time, the component of TDS amount of the consideration shall be treated and construed as unpaid consideration and suffer the consequences of unpaid consideration provided in law. The Vendor will be at liberty to adjust / appropriate take benefit of the amount of tax so deducted and paid out of its total liability under the Income Tax Act 1961.

9. All stamp duty (present and future), registration charges, legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by Purchaser (/s) only.

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: -

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: -

ALL THAT in Block No: _____; Flat No: _____ situated on _____ Floor, of the building known as "**REFLECTIONS**" (the said "Building") 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.), constructed on
the land more particularly described in the first schedule
hereinabove.

SIGNED, SEALED & DELIVERED)

SIGNED, SEALED AND DELIVERED

BY THE WITHINNAMED:

Pacifica Developers Pvt. Ltd.:

Represented through its

Director / Authorised Person,

MR. JAY R. CHANDANI _____

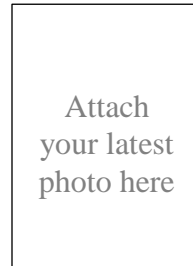
In the presence of:

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT

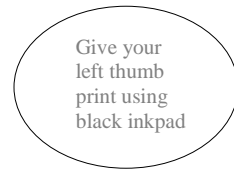
SIGNED, SEALED & DELIVERED THE WITHINNAMED: Pacifica
Developers Pvt. Ltd through its Authorized Person,

Mr. Jay R Chandani

Mr. JAY R CHANDANI



PHOTO



THUMB

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT

(1) _____ PHOTO THUMB

Attach your latest photo here

Give your left thumb print using black inkpad

(2) _____ PHOTO THUMB

Attach your latest photo here

Give your left thumb print using black inkpad

**PHOTOGRAPHS OF PROPERTY AS PER SECTION 21 OF
REGISTRATION ACT**

POSTAL ADDRESS OF PROPERTY

Residential Flat No: _____, "REFLECTIONS", Nr. Vaishnodevi Circle, Ahmedabad.

(1) _____ (2) _____

For, Pacifica Developers Private Limited;

**Through their Authorized Person
Mr. Jay R Chandani**

ANNEXURE "A"

(Provisions, stipulations and covenants on the part of Purchaser (/s))

1. Purchaser (/s) has verified the title to the Said Land and has made aware him-self about all details and particulars thereof. Purchaser (/s) is satisfied about the

title of the developer and has accepted the same as it is. The developer has given a copy of the Approved plan, Raja Chitthi, Development agreement, Owner registration certificate, and Purchaser (/s) has carefully inspected and studied the same and is satisfied about them. Purchaser (/s) shall not be entitled to raise any special or general requisitions on title, nor shall the developer or any of them be under any obligation to answer or satisfy the same.

2.

- a) Purchaser (/s) in conformity with these presents as aforesaid has received from the developer the actual, physical, vacant and peaceful possession of the Said Flat as per the agreed specifications of the Scheme.
- b) Purchaser (/s) accepts and confirms that the Said Flat 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 Purchaser (/s) with additions, alterations or changes made therein, upon request made by Purchaser (/s) at his risk, cost and consequences.

- c) Purchaser (/s) declares that he has no complaint or grievance of any nature whatsoever for the quality of construction and the materials used.
 - d) Purchaser (/s) is not entitled for any running or separate details or particulars of land, construction, development, infrastructure, etc.
 - e) Purchaser (/s) has agreed that there is no delay in the execution of the work, or delay in handing over the possession of the Said Flat, cause thereof attributable to the developer. If there were any, the same is waived or foregone by Purchaser (/s) without any further or future right or remedy.
 - f) The Said Flat is allotted and possession thereof is handed over to Purchaser (/s) subject to applicable provisions of law as at present and from time to time and subject to any further and future Development Plan, Town Planning Scheme, Building Regulations, etc. and amendments, variations or changes therein.
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. Purchaser (/s) accepts and confirms that the Developer shall be entitled to utilize the full potential of the "Said Land" by consuming full FSI as well as FSI available or which may become available in future under various regulations and schemes prescribed under Development Control Regulations. Purchaser (/s)(s) agrees and acknowledges that the residual, floating, additional, increased, enhanced, balance, fungible, inherent of unutilized floor space index (FSI) or Transferable Development Rights (TDR) in respect of the "Said Land" shall always be available to and shall always be for the benefit of the Developer.
5. Purchaser (/s) shall have no claim with respect to any part of the Scheme, save and except in respect of the Said Flat and common and joint right to use, utilise and enjoy the common amenities, facilities, services, conveniences and common infrastructures of the Scheme.
6. It is expressly made clear to Purchaser (/s) that the benefits of the License for use of said car parking area(s) by Purchaser (/s) shall always be attached to the user of the said flat agreed to be sold herein and that the same cannot be dealt with independently in any manner whatsoever. Purchaser (/s) agree and acknowledges that the Developer is the sole and absolute authority to

provide and grant license in respect of car parking spaces in the said premises. The License to use the car parking space shall be operational from the date on which the possession of the said Flat is given to Purchaser (/s) and shall govern the relation of the parties in respect of the car parking area. Purchaser (/s) further agrees and acknowledges that the Developer is the sole and absolute authority to provide and grant license in respect of car parking spaces in the Basement(s), or on ground area of the "Said Land" and / or "Said Building". Such License shall be on the terms and conditions as the Developer may in their sole discretion, think fit.

7. The developer to hold the internal roads and common open plots and other common amenities, facilities, services, conveniences and infrastructures of the Scheme, and Developer or any Estate Management Company or Agency that may be appointed by it shall control, manage, administer, regulate and govern the operation running and maintenance of the same and the same will be vested with the developer.
8.
 - a) 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 developer, shall be borne and paid by Purchaser (/s) and other Purchasers of other premises.

- b) It has been planned to generate Common Maintenance Fund (Hereinafter referred to as "CMF") to be contributed by all Purchaser (/s) of the premises in the Project at the rate as may be fixed by the developer.
- c) Upon the said Project is finally implemented and the premises thereof are disposed of, and all investments, interests, benefits and profits of the developer and all other persons interested therein through them are received and recovered by them, the developer has planned to hand over possession, control, management and administration of the Common Interest Matters to Estate Management Company or Service Maintenance Society (SMS) the CMF shall also be handed over or the Estate Management Company or Service Maintenance Society (SMS). Such handing over of the Common Interest Matters may be done in part or parts at different points of time, and also at the sole option and

discretion of the developer even during the progress of implementation of the Project. Until such time as the development of the said project is completed and the possession of all the flats are delivered to all Purchaser (/s), The Developer will be entitled at their discretion, to control the management of the said premises and realize the outgoings and Maintenance charges. In case Purchaser fails to pay maintenance charges, the Developer has discretion to recover the same from CMF.

- d) The Project on the said Land i.e. "REFLECTIONS" is conceptualized, designed, erected, constructed, installed and implemented by the developer. The Residential Units thereof have been marketed and sold by the Developer. Under the circumstances, the over-all ownership, control, administration and management of the Project and its infrastructure, common plots, common open spaces, common amenities, facilities, services and conveniences (Assets of Common Use) belong to and shall until the Project is fully and finally implemented, remain with the Developer, common clubhouse will be handed over after completion and selling of the whole project. The developer has emphasized and Purchaser (/s) has realized that the Project has unique and special features, and beauty, pleasure, and enjoyment of the Project are in the proper management, maintenance, and running of its Assets of

the Common Use. The Developer may, at its discretion, continue its role in management as herein and/or, withdraw the said services at any time.

In the premises, Purchaser (/s) accepts and confirm as stated below.

- i) The matters and things as regards affairs of the developer, relating to the Project and Assets of Common Use and to manage, maintain, control, regulate, monitor, look after, renovate, up-grade, etc., the Assets of Common Use will be attended by the developer so as to best serve the interest and purpose of the Assets of Common Use, subject to other provisions herein thereafter, the developer may, at its discretion, continue its role in management as herein and/or, withdraw the said services by giving 3 months written notice at any time thereafter.
- ii) Developer may attend the aforesaid by itself or through Agency that may be appointed by it or with whom the developer may arrive at or enter into any arrangement, agreement or understanding, on such terms and conditions as may be negotiated and finalized by the developer in the best interest of the Assets of Common Use and Owner and Purchasers.

- iii) The developer may manage the matters and things relating to the Assets of Common Use , and in doing so may directly appoint employees on its payroll or on the payroll of the developer or appoint agencies to provide various services concerning the same.
- iv) The developer may appoint an Estate Manager and other supporting staff for day to day management of the Project and its Assets of Common Use on the pay role of the developer or otherwise.
- v) Common Maintenance Expenses and CMF to be handled, managed, used, utilized, etc. in the hands of, or through , by the developer.
- vi) The developer may hire professional managers and/or management agency for supervision and management of the Assets of Common Use. Direct or pro-rata charges and overheads for such services will be payable by the Estate Management Company or Service Maintenance Society (SMS).
- vii) The Common Maintenance Expenses will be payable by Purchaser (/s)s upon handing over of possession by the developer to them, and the

developer will not be required to contribute towards un-sold units in its hand until.

- viii) All the matters and things handled and attended by the developer herein will be at the risk and consequences of Purchaser (/s) of the Project. However, the developer will attend the same bonafide as a man of reasonable prudence.
- ix) Purchaser (/s) of the Project will be required to obtain permission of the Developer to sell, or otherwise deal with or dispose of their residential units. If Purchaser (/s) shall sell or otherwise deal with or dispose of the Said Flat, the same shall always be subject to prior permission, approval and no objection the developer, failing which any such transaction shall be null and void and shall not take effect. The Developer / ESTATE MANAGEMENT COMPANY / SMS will be entitled to charge by way of transfer fees Rs._____or any amount as may be fixed from time to time by the Developer.
- x) Purchaser (/s) of the Project will be required to obtain permission of the developer / SMS to rent/lease their residential units. The Developer or SMS will be entitled to charge 2 times the monthly maintenance amount for the rental

period, along with any incremental property tax, or such higher amount as may be fixed from time to time by the Developer.

- xi) The use of Common Plot/s and/or any other service from the Assets of Common Use may be decided by the developer / SMS to be given for private function on payment of charges to the Developer as may be fixed. However, such private function shall not be for conducting any commercial function, commercial business activity, or any other activity, which in the opinion of the Developer is not in the general interest of the Project and Purchasers.
- xii) Any of the aforesaid matters and things may be changed, modified, revised, altered, added, substituted, etc. from time to time by the Developer.
- xiii) Purchaser (/s) regularly without any delay or default shall pay the Maintenance, Administrative and other Management charges fixed or that may be levied, charged or imposed by the Developer from time to time. Without prejudice to the other rights and remedies of the Developer provided under the bye-laws or otherwise available under the law, in case of regular or continuing delay or

default in making such payment or part thereof, the Developer may by a vote of two-third majority in its General Body Meeting remove and expel Purchaser (/s) from Purchasanship of the Developer. Consequently, the allotment of the Said Flat shall stand cancelled and revoked, and the Developer will have right of re-entry in the Said Flat, and the Developer will be entitled to dispose of the Said Flat by way of allotment, rent or otherwise as the Developer in the General Body Meeting by majority may decide. The exercise of such authority by the Developer shall precede thirty days prior written notice in advance by the Developer, and Purchaser (/s) has failed to remedy such breach or delay within this period of thirty days.

- xiv) The decision of the Developer in all matters and things aforesaid shall be final and binding upon Purchaser (/s).

- e) Notwithstanding other provisions herein, The Developer, at its sole discretion, may work out any arrangement to attend the Common Interest Matters and Assets of Common Use, under any agreement with any person, whosoever on such terms and conditions as may be

finalized by it and the same shall be binding upon Purchaser (/s).

9. All rates, charges, taxes, cesses, assessments and all other outgoings in respect of the Said Flat levied, charged, or imposed by Gram Panchayat or by any local body or authority shall be borne and paid by Purchaser (/s). Until the Said Flat is not specifically assessed for the same, Purchaser (/s) shall pay to the Developer such amount as may be fixed by them in advance towards such payments and other outgoings.
10.
 - a) The Said Flat shall be used only for residential use and for no other purpose whatsoever.
 - b) The Said Flat shall be used, occupied and enjoyed by Purchaser (/s) as one unit and the Developer 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 / of the Said Flat shall not be changed, altered in color, size or location. No new door, window or opening shall be made other than as proposed.
11. If any amount hereafter becomes payable to AUDA, Town Planning Authority, 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 Purchaser (/s) as may be fixed by the Developer or levied by the authority.

12.

- a) Purchaser (/s) shall maintain at its cost the Said Flat in the same good condition, state and order in which it is delivered to them and shall abide by all bye-laws, Rules and Regulations of the Government, Ahmedabad Urban Development Authority, Nagar Panchayat, District Panchayat, Electricity Company, local bodies and other authorities and shall attend, answer and be responsible for all actions.
- b) Purchaser (/s) hereby covenants to keep the Said Flat duly protected, neat, clean and tidy and saved and protected from tress-passer, from being illegally used or occupied and upon construction being put up to keep such construction, sewers, drains, pipes, appurtenances belonging thereto in a good, tenable repair and condition.
- c) Purchaser (/s) may make such interior design or decoration in the Said Flat, as it may deem fit and proper. However, no such interior design or decoration shall be undertaken, which involve modification,

alteration or renovation ("Such Change") of any structural part of the Said Flat without the express written permission had and obtained of the Developer. Such permission may be granted by the Developer upon the following conditions:

- i) Such Change does not jeopardize or adversely affect the structural safety of the Residential Unit and safety and security of the person and property of the persons in the neighborhood or surrounding.
- ii) Such Change is not undertaken during odd peaceful and quite part of the day and does not cause any nuisance or annoyance to them and shall be completed within the period that may be stipulated by the Developer.
- iii) Subject to clause 13 (b) herein, and,
- iv) Subject to building safety codes and applicable GDCR rules and regulations.
- v) Subject to such other conditions as may be imposed by the Developer, which is generally in the common interest of the other Purchasers and occupiers of other residential units in the scheme.

- a) Purchaser (/s) shall not put any Sign Board on the Said Flat without the written consent of the Developer. The place, colour and size of the Board shall be decided by the Developer.
 - b) The outside elevation, design and colour scheme of the Project and the Said Flat shall be maintained and shall not be changed.
 - c) Purchaser (/s) shall not put up any additional construction or make any additions or alterations in the Said Flat without the written consent of the Developer.
14. Purchaser (/s) shall not use the Said Flat or permit the same to be used for any purposes whatsoever other than residence or for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other plots of land or for any illegal or immoral purposes.
- 15.
- a) If anything, in or about or relating to the Said Flat, is hereafter required to be carried out or observed or satisfied by the Government, District Panchayat, Ahmedabad Urban Development Authority or any statutory authority, the same shall be carried out or observed or satisfied by Purchaser (/s).

- b) If any penalty, premium or any other charges are levied by AUDA / AMC or any other authority in respect of any additions or alterations already part of the Said Flat at present or that may be made hereafter by Purchaser (/s), the same shall be borne and paid by Purchaser (/s). If the same area of common nature, by Purchaser (/s) in common with others.
16. So long as the Said Flat shall not be separately assessed and billed for water charges, electricity charges, and any other outgoing, Purchaser (/s) shall pay to the Developer such amount as may be fixed by it from time to time, in advance towards the same. The decision of the Developer in all matters relating to the same shall be final and binding upon Purchaser (/s).
- 17.
- a) Purchaser (/s) shall permit the Developer or the Estate Management Company or SMS 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 Purchaser (/s) shall make good any defects found within three days of the giving of such notice in writing to Purchaser (/s).

- b) Purchaser (/s) shall permit the Developer or to its order the Estate Management Company or SMS appointed by 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 and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all common services, drains, pipes, cables, water covers, gutters, wires, or other conveniences belonging to or used for the common 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.
18. Purchaser (/s) shall not hang cloths and other articles in the balcony or out-side view of the Said Flat, or otherwise shall not do anything, which in the opinion of the Developer does not give proper decorum and decency to the Scheme.
19. Purchaser (/s) shall not throw dirt, garbage or other refuses or permit the same to be thrown from the Said Flat or for the purpose of construction or repair of any part of the construction in the common portions like roads, Common Open Land or any other. Similarly, Purchaser (/s) also shall not keep or store or park any materials, articles or things for the purpose of

construction or otherwise out-side the Said Flat, on the internal roads or any other common areas.

20. Purchaser (/s) 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 in the joint names of the Owner and of Purchaser (/s) with nationalized insurance company of repute having office at Ahmedabad, and whenever required he shall produce to the Owner the policy / policies of such insurance and the receipt for the last premium paid in respect thereof. 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 Residential Unit as soon as reasonable, practical and required.
21. Any delay in enforcing the terms and conditions herein shall not be considered as a waiver on the part of the Developer or Estate Management Company or SMS.
22. The scheme shall be under the over-all control and management of the Developer and the decision of the Developer 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 infra-structures in the scheme shall be final, conclusive and binding upon Purchaser (/s).

23. Purchaser (/s) shall at no time demand partition of their interest from the entire Scheme. It being agreed and declared by Purchaser (/s) that their interest in the Scheme shall be impartible, but specific as regards the Said Flat only.
24. The Developer may make such changes, additions, omissions, modifications or alterations in the scheme as may be required to be done by the Plan Sanctioning Authority, Government, Ahmedabad Urban Development Authority, Town Planning Authority or any other concerned authorities or which the Developer may consider desirable or the circumstances may require and this shall operate an irrevocable consent of Purchaser (/s) for making such changes, additions, omissions, modifications or alterations and the same also shall be binding upon Purchaser (/s).
25. It has been agreed that the Developer may during the implementation of Scheme, make changes, modifications or alterations 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 Purchaser (/s). Such changes, modifications, or alterations shall be binding upon Purchaser (/s) and to that, extent the terms and conditions, rights and

obligations of Purchaser (/s) under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration under any circumstances shall not prejudicially affect the right of Purchaser (/s) to the Said Flat.

26. The Developer has declared and announced its Scheme by issuing brochures, pamphlets etc. It has been agreed that if anything recorded herein is inconsistent with what has been declared or advertised as aforesaid, what is agreed upon herein shall prevail.
27. Purchaser (/s) hereby declares that he has read, understood and agreed to each and every conditions, provisions, stipulations and covenants hereinbefore execution hereof.
28. The letters, receipts and/or notices issued by the Developer, dispatched Under Certificate of Posting to the address of Purchaser (/s) as known to it will be sufficient proof of receipt of the same by Purchaser (/s), and shall completely and effectively discharge the Project Developer.
29. The scheme shall always be known as "REFLECTIONS", and this name shall not be changed in any circumstances.
- 30.

- a) The said Scheme with all common amenities, facilities, services, conveniences and infra- structures agreed to be provided by the Developer is being completed, subject to other provisions herein. Purchaser (/s) shall have no complaint or grievance for the same.
 - b) Purchaser (/s) declare that there is no obligation of any nature whatsoever outstanding on the part of the Developer to be carried out or fulfilled towards Purchaser (/s) and generally as regards any matter relating to the Said Flat and the said Scheme in general, and even if there be any, the same is waived or foregone by Purchaser (/s), and Developer shall not hereafter in any way be liable or responsible for the same, nor Purchaser (/s) shall claim any compensation or any other amount for the same.
31. The said amount paid by Purchaser (/s) to the Developer as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses in the matter of purchase of the Said Land and making available and handing over of the Said Flat; charges for electricity connection, which shall include laying of cable and other installation charges and deposits payable to the Electricity Company; AUDA development charges and security fees; all taxes and charges of every description whatsoever levied, charged or imposed by State Government, Central Government or by any authority whatsoever under any law, including without limitation

revised NA charges, service tax, sales tax, labour welfare, value added tax, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by Purchaser (/s) at the time of handing over of possession of the Said Flat to Purchaser (/s). If any of the above charges become payable after handing over of possession, they will be paid immediately upon request by the Developer. The amount as may be fixed by the Developer for or towards the same shall be final, conclusive and binding upon Purchaser (/s).

32. 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 in the scheme to the holders of Residential Units. These facilities may be provided through any outside agency under contract with it on such terms and conditions as may be finalized by the Developer with him. Any arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon Purchaser (/s) and other holders in the Scheme. Purchaser (/s) may use such facilities as per rates – price – consideration and terms and conditions as may be fixed.
33. The responsibility of the Developer is until the completion of implementation of the Project actually at site. The Developer will take all steps, put in all efforts,

and give all technical support to obtain necessary permissions, approvals, etc. including Building Use Permission, which may be required to be obtained from the local authority, or as regards any matter or thing relating to the Project. However, The Developer shall not be responsible for any delay in obtaining / granting any such permission, approval, etc. by the concerned authority for any reasons. Purchaser (/s) shall not delay or withhold any payment in case there is a delay / inability in obtaining any permission, including Building Use Permission.

34. Purchaser (/s) hereby agrees to execute such other papers and documents as may be necessary for giving effect to these presents.
35. Purchaser (/s) has agreed to indemnify and keep indemnified the Developer against any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any delay, default, breach or violation of any of the conditions and obligations aforesaid.
36. Purchaser (/s), 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.