

This is model form – broad out-line of Agreement for Sale, which may be modified by the Promoter as per the status and circumstances of the Project at relevant time or otherwise, or as may be mutually agreed between the Promoter and Allottee, which is otherwise not violative of the RERA.

DRAFT FOR DISCUSSION

THIS AGREEMENT FOR SALE (the “Agreement”) made at Ahmedabad this day of Two Thousand Twenty BETWEEN M/S. LILAMANI INFRA, (PAN: AAEFL3228K), a Partnership Firm, represented through its Partner Shri _____, Address: 203, Shaswat Complex, Opp. HDFC House, Navrangpura, Ahmedabad, hereinafter called “THE PROMOTER” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner) of the One Part AND

hereinafter called "THE ALLOTTEE” (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 coparceners / 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) of the Other Part.

WHEREAS the Promoter is seized and possessed of or otherwise well and sufficiently entitled to an immoveable property situate at Dariapur-Kazipur (sim), Taluka Asarva, in the Registration District Ahmedabad and Sub District Ahmedabad – 6 (Naroda), bearing Final Plot No. 38/1, part more particularly Final Plot No. 38/1/1, part (Final Plot No. 38/1/1 as per revenue record, admeasuring about 2775 Sq.mts.), of Town Planning Scheme No. 8, given City Survey No. 497, admeasuring about 2471.68 Sq.mts. of Ward T. P. 8 Asarva, City Survey Wadaj, Ahmedabad, more particularly described in the first schedule hereunder written (Hereinafter referred to as the “Project Land”).

AND WHEREAS Promoter is entitled and enjoined upon to construct building(s) on the Project Land.

AND WHEREAS the Promoter is in possession of the Project Land.

AND WHEREAS the Promoter has proposed to develop the Project Land by constructing thereon a residential scheme or project of flats and/or apartments and related infrastructure by utilizing available Floor Space Index (FSI) as at present. Such Project is known or described as “RAJUL”, (Hereinafter referred to as the “Project” or “Scheme”). Design and drawings of the same have been prepared by the Promoter.

AND WHEREAS the Development Plans of the Project have at present been approved by Ahmedabad Municipal Corporation (AMC) as per its two Commencement Letter (Rajachitthi), both dated 21/08/2020 bearing No.03571/111218/A0965/R1/M1, (Hereinafter referred to as the “Development Plans”) for construction and erection of residential buildings of flats. The expression “Development Plans” shall mean and include any additions, alterations, variations or modifications therein by utilizing any further or other FSI as may become available from time to time as envisaged herein or otherwise. No objection Certificate for Height Clearance is granted by the Airports Authority of India dated 20/07/2018.

AND WHEREAS the Project Land has been granted permission for Non Agricultural Use by Residential Project, as per Order, dated 3rd February, 1960, bearing No. LND/P 3485. The same is valid and subsisting.

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Gandhinagar under registration No. PR/GJ/AHMEDABAD/AHMEDABAD CITY/AUDA/RAA05001/070319; authenticated copy is attached in Annexure "A".

AND WHEREAS by virtue of the Promoter being the owner of the Project Land, the Promoter has sole and exclusive right to sell the flats / units in the said building to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the allottee(s) of the Flats and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same.

AND WHEREAS the authenticated copy of Certificate and Report on Title issued by M/s. H. Desai & Company, Solicitors and Advocates, Ahmedabad, dated 2nd November, 2018, bearing Ref. No. Bjm/63/2018 of 2018, authenticated copies of extract of Village Forms 6, 7.12 and 8-A showing the nature of the title of the Promoter to the Project Land on which the Project Buildings are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the Development Plans as approved by Ahmedabad Municipal Corporation (AMC) as per its said Commencement Letter (Rajachitthi), dated 21/08/2020, bearing No. 03571/111218/A0965/R1/M1 has been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project has also been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plan of the Flat agreed to be purchased by the Allottee has been annexed and marked as Annexure "B".

AND WHEREAS the Promoter has got the required approvals and permissions as stated above from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall apply for to obtain any other approvals that may be required from various authorities from time to time, including to obtain Building Use Permission for the said Project.

AND WHEREAS while sanctioning the said Development Plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions. The Promoter will observe and perform the applicable of them, upon observance and performance of which the Building Use Permission in respect of the said building / Project shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building / Project in accordance with the said approved Development Plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of Flat No._____, on_ Floor, in Block No.____, being constructed in the said Project Land, more particularly described in the Second Schedule hereunder written (Hereinafter referred to as the "Flat").

AND WHEREAS the carpet area of the said Flat is_____square meters/_____square feet and "carpet area" means the net usable floor area of a Flat, 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 Flat.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter, a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the "Flat".

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said building on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority as aforesaid and if modified from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee, except any alteration or addition required by any Government authorities or

due to change in law.

1 (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee

- (i) Said Flat No. _____, on _____ Floor, of Block No. _____, carpet area admeasuring _____ sq. meters, on _____ floor, Wash Area of _____ Sq.mts., Balcony Area of _____ Sq.mts., which is more particularly described in the Second Schedule hereunder written, which includes the _____ sq. meters proportionate area in undivided Project Land and share in the common areas, facilities and infrastructure of the Project, and
- (ii) Open terrace having area admeasuring _____ sq. meters/ _____ Sq. Feet as marked in the attached plan in for no additional consideration, and
- (iii) _____ covered/mechanical car parking spaces and _____ covered two-wheeler spaces for no additional consideration.

The total aggregate consideration amount for the Flat mentioned hereinabove in clause 1a (i) to (iii) is thus Rs. _____/- (Rupees _____ only) (hereinafter referred to as "Consideration").

- 1 (b) (i) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) as advance payment, which includes Rs. _____/- (Rupees _____ only) towards Tax Deducted at Source (TDS), and the Allottee hereby agrees to pay to the Promoter, the balance amount of Rs. _____/- (Rupees _____ only) in the following manner as per the payment plan selected from the multiple options offered by the Promoter:-

<selected payment schedule>

(ii) The total consideration stated above excludes Taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar further or other taxes, cesses, impositions, assessments and out-goings which may be levied, charged or imposed in connection with the construction of and carrying out the Project payable by the Promoter and in respect of sale transaction herein between Promoter and Allottee, up to the date of handing over the possession of the Flat, or that may become payable thereafter, which shall be separately payable by the Allottee in the manner as may be decided and demanded by the Promoter.

- 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-
- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
 - ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
 - iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate

The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1(d) The Promoter may allow, in its sole discretion, a rebate for early payment(s) of installment(s) payable by the Allottee by discounting such early payment(s) at a rate of ____ per-annum for the period by which the respective installment has been preponed, and in such an event, the Consideration payable for the Flat will stand modified, and binding to both Parties.
- 1(e) The Allottee may obtain loan from any Financial Institution. If the loan is being disbursed in installments by the Financial Institution directly to the Promoter, the Promoter will be entitled to claim and

receive such payment directly from the Financial Institution and the Allottee hereby gives his/her/its consent for the same to the Promoter and Financial Institution (To whomsoever).

The Promoter shall always have first lien / charge on the Flat for all their dues and other sums payable by the Allottee to Promoter. However in the event of any loan by the Financial Institution on the first charge of the Flat (with prior permission of Promoter), the lien/charge of the Promoter shall stand displaced to second charge.

- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Building Use Permission or Occupancy Certificate or Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area more than the defined limit then Promoter shall refund the excess money, if any, paid by Allottee within forty-five days with annual interest at the rate of SBI MCLR +2%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area more than the defined limit, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 1 (h) Parties have agreed and accepted that the consideration agreed upon is composite one aggregate consideration. However, the Promoter for its accounting purpose or convenience, or required

under the said Act, Rules, Regulations, policy and guidelines that may be framed thereunder, or for the legal documentation work of transfer and vesting or otherwise, without prejudice to its composite character, may be split the consideration under different heads, like construction, development, land, common areas and amenities, etc., as the Promoter may deem fit and proper.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the applicable terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Development Plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority Building Use Permission in respect of the Flat.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Flat to the Allottee and the common areas to the association of the allottees after receiving the Building Use Permission.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her as provided in clause 1 (b) herein above ("Payment Plan") and meet the other obligations under the Agreement.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 4427.66 square meters only and Promoter has planned to utilize Floor Space Index of 6641.49 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 6629.06 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the

proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Flat to the Allottee, on account of reasons other than those mentioned in clause (6) below, the Promoter agrees to pay to the Allottee, who do not intend to withdraw from the Project, interest at the rate of SBI MCLR +2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of SBI MCLR +2% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter, (subject to the Promoter being able to re-book the Flat and secure new prospective allottee and receive from new prospective allottee amount equal to installments due till then from the Allottee), shall refund to the Allottee within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter, after adjusting upto__% of the Consideration as liquidated damages. If the installments of sale consideration paid till then by Allottee is less than_% of the Consideration, then Promoter will be entitled to recover the balance amount from the Allottee and Allottee shall pay to Promoter within a period of 30 days of termination. Upon issue of notice of termination, the Allottee will have no claim of any nature

whatsoever against the Promoter or in respect of the Flat and generally under this Agreement, save and except the amount to be refunded by the Promoter to the Allottee, if any, as above.

The Promoter may record the termination / cancellation of this Agreement by preparing a Memorandum of Termination / Cancellation and execute the same and/or get it registered with the appropriate Sub Registrar and with any other concerned authority under the applicable laws. Such Memorandum of Termination / Cancellation shall be binding upon the Allottee with the same spirit and intention as if such Memorandum was executed by the Allottee. The cost, charges and expenses incurred relating to the same by the Promoter shall be to the account of the Allottee and the Allottee shall be liable to pay and reimburse the same immediately on demand by the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at its option in the said building and the Flat as are set out in Annexure "C", annexed hereto.
6. The Promoter shall give possession of the Flat to the Allottee on or before **30/06/2023**. If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond its control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate of SBI MCLR +2% as mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid:

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of:

- (i) force majeure conditions, like war, civil commotion or act of God or any other.
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) any concerned competent authority/ies, refusing, withholding, denying, delaying the grant of necessary approvals, or revoke, cancel, or suspend the approvals already granted for the said Project.
- (iv) any matters, issues relating to such approvals, permissions,

notices, notifications by the competent authority/ies becoming subject matter of any suit / writ before a competent court or;

- (v) Any situation or circumstance or event beyond the control of Promoter.

- 7. If the construction of the Project is completed and Building Use Permission is obtained ahead of estimated schedule, the balance payment under this Agreement will become payable on Promoter's demand against possession to be given by the Promoter to Allottee as per clause 7.1, 7.2 and other applicable clauses of this Agreement and said Act.

- 7.1 Procedure for taking possession – The Promoter shall notify the Allottee about receipt of Building Use Permission / Occupancy Certificate / Completion Certificate of the said Project, within a period of 7 days, from grant of Building Use Permission (or Occupancy Certificate or Completion Certificate) from the

competent authority. The Allottee shall take possession of the Flat from the Promoter, within a period of 15 days, from date when the said Flat is notified in writing to be ready for delivery and possession to the Allottee by making all balance payments as per this Agreement. In any event, within a period of 3 months from the date of issue of Building Use permission, the Promoter shall be ready and willing to handover possession of the Flat to the Allottee and execute and register Deed of Conveyance in favour of the Allottee subject to the Allottee making all balance payments. The Allottee agrees to pay the maintenance charges, as specified in 7.1a, from the date when the said Flat is notified to be ready for delivery of possession to the Allottee.

- 7.1a) The Allottee shall pay an amount by way of Common Maintenance Deposit (“CMD”) as may be fixed by the Promoter. The decision of Promoter shall be final and binding upon the Allottee. This CMD shall be paid upon the Flat is ready and offered to Allottee for taking over of the possession. The income of the CMD will be utilised to meet the expenses of common electricity bills, salaries, Land revenue and Land related expenses, and expenses relating to regulate, manage, maintain, repair, replace, reconstruct, renovate, upgrade, protect or look-after the common infrastructure, amenities, facilities, conveniences and services constructed, erected or installed by the Promoter as part of the Project. If the income is found to be in-sufficient, the Promoter may utilise the said CMD, or may require the allottees, including Allottee herein to pay an additional amount / CMD as may in the opinion of Promoter be sufficient, to make good the deficit in such expenses. The decision of the Promoter in all matters herein shall be final and binding upon the Allottee.
- b) In addition to the aforesaid arrangement referred to in sub clause (a) above, the Allottee for such period as may be fixed by the Promoter to commence from the date the Flat is notified as ready and offered for handing over of possession shall additionally pay by way of additional maintenance charges to be paid in advance

for such entire period to be calculated at the rate per square foot per month as may be fixed by the Promoter.

- c) Without prejudice to aforesaid, the Promoter may make any other arrangement to attend the matters referred to in sub clause (a) and (b) hereinabove, including to attend the same through Estate Management Company or Society or otherwise, and the same shall be binding upon the Allottee.
- 7.2 Failure of Allottee to take Possession of Flat: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings, Sale Deed and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee, without prejudice to the Allottee's other obligations and other consequences under this Agreement, shall continue to be liable to pay maintenance charges as mentioned in clause 7.1 and the Flat thereafter will be at the risk and consequences of the Allottee.
- 7.3 If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter, and which is the result of improper use, maintenance, protection and care by the Allottee.
8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. The Allottee shall

use the parking space only for purpose of keeping or parking vehicles.

9. The Promoter will form association of allottees envisaged under the said Act, which may be in the form of Co-operative Society or Association or Limited Company for the common object and purposes of the Project, for the Allottees. The Allottee shall join in such Society or Association or a Limited Company and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter has proposed to form association of allottees being "Society". However, if any other entity is formed, then reference of expression Society used in this Agreement shall mean such other entity of association of allottees that may be formed in place thereof.
- 9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the

Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the Society as aforesaid.

10. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
11. The Allottee shall pay to the Promoter such amount as may be fixed by the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
- 12.(a) The Promoter and Allottee in the matter of legal documentation work of transfer and vesting of the Flats, land / land share, common areas and facilities, etc. will be guided by the said Solicitors to the Project. The final transfer and vesting document/s – Sale Deed/s– Conveyance of the Flat in favour of the Allottee, and with respect to Land, common amenities, common areas and facilities, etc. to be handed over to the association of allottees, Society, will be prepared by the said Solicitors in accordance with the terms of this Agreement and applicable provisions of the said Act, rules, regulations, policy and guidelines that may be framed thereunder. The Allottee shall pay stamp duty, registration charges and all other cost, charges and expenses, that may be required to be paid, spent or incurred with respect to the Sale Deed / Conveyance of the Flat in favour of the Allottee.
- (a) If the legal transfer documents involve registration of conveyance, of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges, payable by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. Similarly,

if the legal transfer documents involve registration of conveyance of the Project Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges, payable by the said Society on such conveyance or any document or instrument of transfer in respect of the Project Land to be executed in favour of the Society.

- (b) The final transfer and vesting documents may be combination of sub clause (a) and (b) above, of Flat; related interest in Project Land, proportionate share in common amenities, common areas and facilities in favour of Allottee and Society, as advised by said Solicitors under the said Act or otherwise.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i) The Promoter has clear and marketable title with respect to the Project Land; as declared in the Title Report annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii) There are no encumbrances upon the Project Land or the Project.
- iv) There are no litigations pending before any Court of law with respect to the Project Land or Project.
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and

said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/wing and common areas;

- vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- ix) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
- x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land and/or the Project.

14. The Allottee hereby covenants with the Promoter as follows :-

- i) To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required. To keep the Flat, (balcony, as may be applicable), 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 the Flat.
- ii) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii) To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-

laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in the Flat or modify or redecorate the exterior of the Flat including main entrance in any manner without the prior written permission of the Promoter and/or the Society. The Allottee agrees to comply with the placement requirements, specifications and type of air-conditioning outdoor Flats as may be determined by the Promoter. (The Promoter has made external provisions for placing outdoor Flats for side or top discharge VRV AC Flats that fit within the provided space. For top discharge Flats, a cowling will have to be provided. No other type of air-conditioning system will be permitted. All costs relating to air-conditioning and installation charges will be in scope of Allottee).

Note:-

- a) Bracket portion if applicable.
- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. The Allottee shall

insure and keep insured the said Flat against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or all other risks to the full value thereof, and offer the insurance money to the Society for the repairs, rebuilding or reinstatement of the Said Flat as may be required. The Promoter may obtain insurance for the development during the construction phase of the Project and after completion/handover of the Project, the Society, as per its discretion, may obtain insurance for the Building, super structure and other common infrastructure.

- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Project Land and the building in which the Flat is situated.
- vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up. The Allottee shall not sell/ transfer the Said Flat for a minimum period of six months after taking over possession. However, approval may be granted by the Promoter upon request, before the expiry of the said stipulated time of 6 months, at its sole discretion. The Allottee will be required to comply with the prevailing

rules and conditions as regards to permissible usage and other related rules of the Scheme as decided and modified by the Promoter/Society from time to time.

- x) The Allottee shall observe and perform all the rules and regulations of the Project set up by the Promoter, which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi) The Allottee shall permit the Promoter / Society and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat, buildings and Project Land or any part thereof to view and examine the state and condition thereof and for the purpose of repairing, maintaining, re-building, cleaning, all services, drains, water and drainage pipes, cables, water covers, gutters, wires, satellite dish, telecommunication or equipment pertaining to common/shared services or other conveniences belonging to or servicing or used for the building/s and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas, water pipes and electric wires/other cables for Internet/TV and for similar or other purposes.
- xii) To not put any notice/sign board on the Said Flat or any part of the building/s without the written consent of the Promoter/Society. The place, colour and size of the name board shall be decided by the Promoter/Society.

- xiii) The Allottee shall obtain prior permission of the Society to sell/transfer/lease/rent the Flat. The Society will be entitled to charge transfer related fees and demand additional contribution as may be fixed by the Society from time to time along with any applicable taxes such as GST, etc. Such permission will be granted subject to such rules and obligations as may be fixed by Society from time to time including and specifically related to permissible usage, payment of fees, charges, additional common maintenance, applicable GST, Service Tax, etc. Proper and complete details and identification of the persons to use the premises shall be given, whose background will be checked, verified and satisfied by the Promoter / Society before grant of permission.
- xiv) The Allottee shall not use the Flat or permit the same to be used for any purposes whatsoever other than business / commercial activities for which it is meant or, which may or is likely to cause nuisance to other occupants or for any illegal or immoral purposes.
- xv) If any additions or alterations in or about or relating to the building of which the said Flat forms part of are required to be carried out by the Government, District/Nagar Panchayat, AMC/AUDA or any statutory authority after obtaining Building Use Permission, the same shall be carried out by the holders of the Flats at their own costs or Society and the Promoter shall not be liable or responsible for the same.
- xvi) The Allottee shall use, occupy and enjoy the Flat as one Flat and the Allottee shall not divide or sub-divide the same for use as more than one Flat, except where one or more Flats are combined to make a bigger Flat. 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 unless formally approved by the Promoter/Society. No other door,

window or opening shall be made other than as proposed.

- xvii) The Allottee shall not be allowed to make any civil changes inside the Said Flat unless specifically approved in writing by the Promoter/Society.

SUGGESTED OPTION – TO REMOVE – MODIFY (INTERIOR WORK).

Any work of interior decoration, furniture or design will be done only after obtaining permission from Society / Promoter. Such permission will be granted with such restrictions as may be imposed, like:

- a) payment of security deposit as may be levied, which will be refunded without interest if the work is carried out according to the rules and regulations prescribed by the Promoter/Society. Damage if any, caused in the project / building / Assets of Common Use will be deducted therefrom,
- b) design of the work, if involves any change in civil work to be approved in writing prior to commencement of interior work,
- c) lift will not be used for carrying materials, unless approved by the Society.
- d) the work will be carried out during specified days/hours.
- e) the names and details of the persons engaged in the work to be given,
- f) the estimated time for completion of work to be given and permission shall be granted for a specified period only,

- g) shall not throw or permit to be thrown or put any building material or debris/rubbish in any part of the building or compound or in the vicinity of Project.
- h) the work to be carried out in a manner without causing any nuisance, annoyance or damage to others.
- xix) The Allottee shall not make any temporary or permanent change, modification or alteration in the location, of electricity meter, internal/common toilets, etc. and also of specifications and infrastructure and related paraphernalia nor make any additions or alterations in the structure of the building, nor do anything which may cause damage or which may weaken the structure of the building.
- xx) Any permitted work in the Flat will be carried out with good workmanship and quality under the help and advise of a professional or expert and by using proper tools.
- xxi) Any plumbing, electrical or civil work shall be carried through the agencies appointed by the Promoter / Society on payment of charges as may be fixed and finalized. No outside agency will be allowed without the express written permission of the Promoter / Society.
- xxii) In case of any leakage/ seepage in the floor or toilet of the Flat, which is caused by/attributable to the Allottee, is causing damage to someone else's property or common property, the Allottee will cause to have it repaired at his/her/their own cost, through an agency appointed by the Promoter / Society.
- xxiii) The Promoter will prepare layout plan for parking of cars and two-wheelers (covered and in open) in the compound, in the margins and basements. Such parking space shall not be used for any purpose other than parking of private vehicles. The allotted parking space may be behind another parking space or part of mechanically operated multi-tiered parking or may be open to sky parking space. Rules and

regulations relating to parking by Flat holders and visitors will be decided by the Promoter/Society and the same shall be binding upon the Allottee herein and other Allottees in the Scheme.

SUGGESTED OPTION – TO REMOVE – MODIFY (PARKING)

Facility of parking will be used subject to following Rules:

- a) RTO car registration number may need to be given. Any change shall be notified to Society.
- b) This will entitle right to use the reserved parking for the purpose of parking of vehicle.
- c) The ownership of the parking will continue to be a part of the common infrastructure and facilities of the Scheme / Society and limited rights of use will be given to the Allottee.
- d) Reserved Parking will be used only for the purpose of parking private vehicles and for no other purpose whatsoever.
- e) Parking space shall not be covered with chain-link or in any other manner and shall always be kept open.
- f) Drive-way of the parking shall be kept clear and free, and shall not be obstructed under any circumstances whatsoever, nor any article, material or thing shall be put thereon or thereat.
- g) This facility of Reserved Parking will be attached to Flat and is intended to go along with transfer or transmission of flat as facility running with the premises. Reserved Parking shall not be separately heritable, transferable or assignable in any manner whatsoever, except running with the premises.

- h) Reserved Parking shall not be allowed to be used by any third party including any other holder of premises.
- i) The Reserved Parking holder shall not erect, construct or install any type of temporary or permanent board, signage or structure or furniture for storage of any material. Except parking of vehicle, no other material, including relating or referring to the vehicle shall be kept or stored at parking space.
- j) Parking of the vehicle will be at the risk and consequences of the premises holder and Society, and the management will not be responsible for any type of loss, damage, theft, etc. of the vehicle or relating thereto.
- k) Vehicles shall be operated without causing any damage, obstruction, or unnecessary noise in pollution. The parking will be used with care and caution, so as not to cause any harm, injury or damage to person, property and other vehicles.
- l) Reserved Parking will subject to such other terms, conditions and discipline that may be imposed from time to time, including as regards payment of Security Deposit, security or maintenance or administration or management charges.
- m) Parking for visitors and guests will be decided as per the policy decided by the Society.

SUGGESTED OPTION – TO REMOVE – MODIFY (TERRACE)

The facility of terrace / roof top given with unit to member is subject to following rules.

- a) Such terrace will be kept cleaned, maintained and kept in proper order and condition, and at their respective cost and

expenses will repair and maintain the same as may be required from time to time as aforesaid.

- b) The terrace will be used as part of facility attached to the flat for the purpose to commensurate with the use of the Flat. The same will not be used for any other purpose, including for any storage of materials, articles or things. The same will be used as open terrace attached to flat.
- c) The Society / Owner – Developer will have access at reasonable times, under normal circumstances after prior notice and permission, for repair and maintenance of water tanks, water supply lines, electrical lines, etc. that may be passing through the terrace, also for any urgency or emergency reason like by Government, police, medical purpose, evacuation, rescue operation, etc. as may be required.
- d) Terrace will be used as open terrace, and the Purchaser shall not put up any temporary or permanent structure or construction, including but not limited to sheds, hoarding, LED boards, mobile towers, etc. Further, the Purchaser shall not make any other unauthorized illegal – irregular use of terrace. Any violation in respect thereof by the Purchaser will be to the account of Purchaser, and Purchaser shall be liable and responsible for the same, and in respect of all consequences arising on account thereof.
- e) This facility of terrace is attached to flat and will stand transferred along with transfer or transmission of the Flat as facility running with the Flat.
- f) The terrace will not be allowed to be used by any other third party or out-sider who is not part of family or resident of the Flat.
- g) Terraces shall not be separately heritable, transferable, or assignable in any other manner, except running with the Flat.

- xxiv) The Allottee shall be bound by such rules and regulations as may be framed by the Promoter / Society in the matter of use, occupation, enjoyment, maintenance, repair, reconstruction, interiors, renovation or replacement of common amenities, facilities and services.
- xxv) The Allottee 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 in any other manner unless formally approved by the Promoter/ Society.
- xxvi) Assets of Common Use shall be used for the specific object and purpose attached to it or for which it is meant, and shall not be used for any other purpose. They shall be used by Allottee with due care, caution, safety, precaution, at their risk and consequences. Promoter / Society shall not be liable or responsible for any accident, mishap, harm, loss or damage to the person or property of the Allottee or others.
- xxvii) The Promoter / Society may at its sole option and discretion provide telecommunication facilities and other facilities of common use in the scheme. These facilities may be provided through any outside agency under contract or on such terms and conditions as may be finalised by the Promoter on behalf of the Allottee. Any agreement - arrangement that may be worked out and the terms and conditions thereof will also be binding upon the Allottee and other members in the scheme. The Allottee may use such facilities as per rates, terms and conditions as may be fixed by service provider(s) and agreed by the Promoter/Society. The Allottee will not be allowed to make individual provisions, which require access to common spaces or external façade of the building.
- xxviii) Notwithstanding other provisions herein, any arrangement worked out by the Promoter/ Society for or in the matters relating to parking, terrace/s (if applicable) and of the

common amenities, facilities, services and infrastructure and Assets of Common Use of the project, Common Maintenance, the rules and regulations regarding use, occupation and enjoyment of the same, and to hold, use, utilize, handle, etc. of the Common Maintenance Deposit or future Maintenance Charges and other matters of common interest shall be binding upon the Allottee herein and other purchasers of the premises in the scheme.

xxix) The rights and interests of the Allottee under this Agreement are not transferable, assignable or can be dealt with in any manner whatsoever, except with the prior written permission had and obtained from the Promoter.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received as required under the provisions of the said Act.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, transfer, conveyance, demise or assignment in law, fact or equity of the said Flat, until actual transfer and vesting of the Said Flat in favour of Allottee in accordance with the provisions of this Agreement shall take place, which shall take place only after full amount of consideration and all other amounts under this Agreement are paid by Allottee to Promoter. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement it shall not mortgage

or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same as required before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended in writing through written

consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer as the said obligations go along with the Flat for all intents and purposes.

22. SEVERABILITY

The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the said Act has been adopted, and has been modified to incorporate the agreement and terms agreed upon between the Promoter and Allottee, being this Agreement. The parties hereto accept the same. However, if any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter, or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar, Ahmedabad – 6 (Naroda). Hence this Agreement shall be deemed to have been executed at Ahmedabad.

26. The Allottee and/or Promoter shall present this Agreement as well as the Conveyance Deed or Sale Deed at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee :
Allottee's Address:
Notified Email ID :

Name of Promotor: M/S. LILAMANI INFRA
Promoter's Address: 203, Shaswat Complex, Opp. HDFC House,
Navrangpura, Ahmedabad.
Notified Email ID :

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

- 28.1 In case the Allottee is joint, the first named Allottee alone will be able to represent their interest and other joint Allottee shall not have any independent or separate voice/rights.
- 28.2 All consents, confirmations etc. if and when required of the joint Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Allottee. However, it has been agreed that for the purpose of the sale, mortgage, transfer, rent/lease/leave and license, etc. the signatures of all the joint Allottees shall be required.
- 28.3 Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Allottees. All notices, communications, etc. may be addressed by the Promoter to the first of such joint Allottee.
- 28.4 The Allottee inter-se shall not be entitled to subdivide the Said Flat, the intent being the Said Flat shall stand in the names of the joint Allottees as one single Flat.

29. Stamp Duty and Registration:-

The charges towards Stamp Duty and Registration of this Agreement and all other documents, papers and writings that may be executed by Promoter, Allottee, both or any other person/s whomsoever in furtherance of this Agreement shall be borne by the Allottee.

30. Dispute Resolution:-

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement

32. The scheme shall always be known as “RAJUL” and this name shall not be changed without the express written permission of the Promoter. However, the Promoter may change the name of the scheme at any time.

33. The Promoter has declared and announced its scheme by issuing brochures and publishing in different mediums. 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.

34. The Allottee agrees that in respect of any remittances, or transfer of money is attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Allottee,

and all concerned. The Promoter accepts no responsibility in respect thereof.

35. No possession of the Flat before or at the time of execution of this agreement is handed over by the Promoter, and such possession will be handed over only at the time as provided under the terms hereof.

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 :-
(Description of Project Land)

ALL THAT piece or parcel of land or grounds, hereditaments and premises, situate at Dariapur-Kazipur (sim), Taluka Asarva, in the Registration District Ahmedabad and Sub District Ahmedabad – 6 (Naroda), bearing Final Plot No. 38/1, part more particularly Final Plot No. 38/1/1, part (Final Plot No. 38/1/1 as per revenue record, admeasuring about 2775 Sq.mts.), of Town Planning Scheme No. 8, given City Survey No. 497, admeasuring about 2471.68 Sq.mts. of Ward T. P. 8 Asarva, City Survey Wadaj, Ahmedabad, and bounded as follows, that is to say on or towards the

	As per Final Plot	As per City Survey
North	Final Plot No. 35	City Survey No. 209
South	Town Planning Scheme Road	Town Planning Scheme Road
East	Final Plot No. 38/2-1	City Survey No. 474
West	Final Plot No. 38/1-2 and 38/1-5	City Survey No. 498

:- THE SECOND SCHEDULE ABOVE REFERRED TO :-
(Description of Flat under Sale)

ALL THAT the Flat No.____, on____ floor of the Block No.____, of the building known as “RAJUL”, admeasuring about____Sq.ft., equivalent to____Sq.mts. of carpet area, Wash Area _____Sq.mts., Balcony Area____Sq.mts., constructed on the land more particularly described in the first schedule hereinabove written, and related undivided, variable, impartiable and indivisible share in Project Land.

SIGNED, SEALED & DELIVERED)
 BY THE WITHIN NAMED)
 M/S. LILAMANI INFRA)
 represented through its Partner)
 Shri_____)
 In the presence of :)

SIGNED AND DELIVERED)
 BY THE WITHIN NAMED:)
)
)
 In the presence of :)

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT

PROMOTER AFORESAID

M/S. LILAMANI INFRA,
represented through its Partner Shri _____

ALLOTTEE AFORESAID

DATED THIS DAY OF 2019

M/S. LILAMANI INFRA

AND

AGREEMENT FOR SALE

M/S. H.DESAI & COMPANY
SOLICITORS AND ADVOCATES
226-229, Ellisbridge Shopping
Centre, Opp. M. J. Library,
AHMEDABAD-380006.
Tel. Nos. 26578598,
26578281, 26579460

File No. Bjm/63/2018

63AFS1.18(RERA-R)
Reraagreementforsaleflat

This is model form – broad out-line of Sale Deed, which may be modified by the Owner – Promoter as per the final status and circumstances of the Project at relevant time or otherwise, or as may be mutually agreed between the Owner - Promoter and Purchaser - Allottee, which is otherwise not violative of the RERA.

DRAFT SALE DEED

THIS INDENTURE made at Ahmedabad this
day of Two Thousand Eighteen BETWEEN M/S.
LILAMANI INFRA, (PAN: AAFL3228K), a Partnership Firm,
represented through its Partner Shri_____, Address:
203, Shaswat Complex, Opp. HDFC House, Navrangpura, Ahmedabad,
hereinafter called “THE OWNER - PROMOTER” (which expression
shall unless it be repugnant to the context or meaning thereof be deemed
to include its partners as at present and from time to time and its
successors and assigns) of the of the One Part AND

hereinafter called "THE PURCHASER - ALLOTTEE" (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 coparceners
/ 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) of the Other Part.

WHEREAS the Owner - Promoter is seized and possessed of or otherwise well and sufficiently entitled to an immoveable property situate at Dariapur-Kazipur (sim), Taluka Asarva, in the Registration District Ahmedabad and Sub District Ahmedabad – 6 (Naroda), bearing Final Plot No. 38/1, part more particularly Final Plot No. 38/1/1, part (Final Plot No. 38/1/1 as per revenue record, admeasuring about 2775 Sq.mts.), of Town Planning Scheme No. 8, given City Survey No. 497, admeasuring about 2471.68 Sq.mts. of Ward T. P. 8 Asarva, City Survey Wadaj, Ahmedabad, more particularly described in the first schedule hereunder written (Hereinafter referred to as the “Project Land”).

AND WHEREAS the Owner - Promoter has developed the Project Land by constructing thereon a residential scheme or project of flats and/or apartments and related infrastructure by utilizing available Floor Space Index (FSI) as at present. Such Project is known or described as “RAJUL”, (Hereinafter referred to as the “Project” or “Scheme”).

AND WHEREAS the Development Plans of the Project have at present been approved by Ahmedabad Municipal Corporation (AMC) by utilizing available FSI at present as per its Commencement Letters (Rajachitthi), both dated 21/08/2020, bearing No. 03571/111218/A0965/R1/M1 (Hereinafter referred to as the “Development Plans”) for construction and erection of residential buildings of flats, consists of ground floor and upper floors, both with stair cabin and lift room. The expression “Development Plans” shall mean and include any additions, alterations, variations or modifications therein by utilizing said further or other FSI as may become available from time to time as envisaged herein or otherwise.

AND WHEREAS the Project Land has been granted permission for Non Agricultural Use by Residential Project, as per Order, dated 3rd February, 1960, bearing No. LND/P 3485. The same is valid and subsisting.

AND WHEREAS the Project has been registered as new on-going project under the provisions of The Real Estate (Regulations and Development) Act, 2016 (Hereinafter referred to as “RERA Act”) with the Real Estate Regulatory Authority, at No. _____, dated _____.

AND WHEREAS the Purchaser - Allottee herein desired to acquire and for the purpose reserved for him/her/it the Residential Flat in the Project, in Block _____, being No. _____, on the _____ Floor, admeasuring about _____ Sq.ft. equivalent to _____.

Sq.mts. of Carpet Area, Wash Area of _____ Sq.mts., Balcony Area of _____ Sq.mts. number of allotted/mechanical parking, as per definition of Carpet Area of RERA Act with related interest in Project Land, more particularly described in the Second Schedule hereunder written (Hereinafter referred to as the "Said Flat"), at or for the price or consideration of Rs. _____/- (Rupees

only), and terms & conditions contained in the Agreement for Sale entered into between the Owner – Promoter and the Purchaser – Allottee duly registered in the office of Sub Registrar of Ahmedabad- ____ (_____) vide Sr. No._____, dtd._____.20____.

AND WHEREAS the construction of the Said Flat is duly complete and ready for use with all required utilities of water, drainage, sewerage, electricity, common infrastructure of Project. The Project has been granted Building Use Permission by AMC, dated_____, bearing No._____.

AND WHEREAS the said Project consists of several flats to be disposed of to prospective purchaser - allottees. For the purpose of convenience and efficient management, running and maintenance of the common amenities and facilities with Project Land and for the common good, object and purposes of the purchasers – allottees of the flats/, and to meet the requirement of RERA Act, Society of the name "RAJUL" , registered on_____, under No._____("Society" or "Service Society") is formed to consist of purchasers - allottees of the flats in the Project as its Members and Shareholders. The Purchaser - Allottee agrees to become member of such Society and shall be bound by its all rules, regulations, resolutions, decisions, directions, requirements and demands as may be prescribed, framed, imposed, omitted, or added from time to time.

AND WHEREAS the Purchaser - Allottee has requested the Owner – Promoter to convey the Said Flat, more particularly described in the Second Schedule hereunder written in his/her/their favour by execution and registration of Deed of Conveyance which the Owner – Promoter has agreed in the manner as hereinafter appearing.

A. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

PART-A

SALE

1. IN CONSIDERATION OF the premises and IN FURTHER CONSIDERATION of the said Agreement for Sale, dated _____ and in FURTHER CONSIDERATION of

the sum of Rs. _____/- (Rupees only), being the full consideration or sale price paid by the Purchaser - Allottee to the Owner - Promoter (payment and receipt whereof, the Owner – Promoter doth hereby admit and acknowledge and of and from every part thereof for ever acquit, release and discharge the Purchaser - Allottee), the Owner – Promoter grant, convey and assure unto the Purchaser - Allottee the Said Flat, more particularly described in the Second Schedule hereunder written, TOGETHER WITH other common interest and benefits of the Project and usually held, used, occupied and enjoyed therewith or reputed or known as part or member thereof and to belong to or be appurtenant thereto, subject however to as stated hereafter.

2. THE PURCHASER - ALLOTTEE TO HAVE AND TO HOLD all and singular the Said Flat hereby given, granted, conveyed and assigned and intended or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the Purchaser - Allottee for ever and 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, Ahmedabad Municipal Corporation, State of Gujarat or any other public body or public authority in respect thereof and FURTHER SUBJECT TO obligations, conditions, restrictions, prohibition, acceptance, stipulations and regulations attached to and running with the Said Flat and binding on the Purchaser – Allottee contained in Annexure “A” hereto.
3. The Owner – Promoter hereby for itself, its executors, administrators and assigns covenant with the Purchaser - Allottee that notwithstanding any act, deed, matter or thing whatsoever by the Owner – Promoter 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, IT, the Owner – Promoter now has in itself good right, full power and absolute authority to give, grant, convey, and assign the Said Flat hereby given, granted, conveyed, assured and assigned or intended so to be unto and to the use of the Purchaser - Allottee.
4. The Owner – Promoter hereby for itself, its executors, administrators and assigns covenant with the Purchaser - Allottee that it shall be lawful for the Purchaser - Allottee from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the same and

receive the issues and profits thereof and of every part thereof to and for his own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Owner – Promoter or by any person or persons lawfully or equitably claiming by, from, under or in trust for them, but subject to aforesaid.

5. The Owner – Promoter hereby for itself, its executors, administrators and assigns covenant with the Purchaser - Allottee that the Owner – Promoter agrees at the request and cost of the Purchaser - Allottee do and execute all such further and other lawful and reasonable acts, deeds, things, matters and writings for more properly transferring and vesting the Said Flat unto the Purchaser - Allottee.

B. The Purchaser - Allottee has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Owner - Promoter that the Said Flat is given, granted, conveyed, transferred and assigned by the Owner - Promoter unto the Purchaser -Allottee is also subject to the followings.

- i) Obligations, conditions, restrictions, prohibitions, acceptance, stipulations and regulations contained in Annexure "A" hereto and on the part of the Purchaser - Allottee understood, confirmed, accepted, agreed to be observed and performed, and the same shall be covenants running with the Said Flat.
- ii) a) The Society herein is an association of allottees of the flat in the Project to be formed as envisaged under section 11 (4) (e) of the said RERA Act for the objects and purposes and rights and duties of and under the other applicable provisions of the said RERA Act, rules, regulations and guidelines framed / issued thereunder. The Society at all time and as the nature and circumstances may require from time to time, and when assigned shall undertake, carry-out and perform its duties and obligations and exercise rights, powers and authorities in accordance with the provisions of the said RERA Act rules, regulations and guidelines framed / issued thereunder and under the provisions of these presents.
- b) The right and interest of the Purchaser – Allottee herein as regards their (_____Sq.mts.) undivided share in the Project Land and undivided share in common areas and amenities has been agreed to be held by the Society in fiduciary capacity. The Purchaser - Allottee herein gives his irrevocable consent for the same.

- c) All matters and things relating to Project Land and Project subject to other provisions herein, including of Annexure “A” hereto in general shall be attended, managed and governed by / through Society and shall be binding upon the Purchaser – Allottee. The Purchaser – Allottee herein shall not raise any dispute or objection or challenge for the same. Any attempt to do shall be null and void.
- iii) The Society shall unless the context otherwise requires shall have the meaning rights and duties assigned to association of allottees under the said RERA Act.
- iv) The Purchaser – Allottee accept, confirm and record that he has been given all documents, details, particulars, as are specified under the said RERA Act and the rules and regulations made thereunder, and the Purchaser – Allottee is satisfied in respect of the same. The Purchaser – Allottee further agree and confirm that the Owner – Promoter to his satisfaction carried out all functions, duties and obligations imposed upon the Promoter under the said RERA Act, rules, regulations and guide-lines framed / issued thereunder and the Purchaser – Allottee has no complaint or grievance or objection of any nature whatsoever in respect of the same.
- v) If any provision of this Conveyance shall be determined to be void or unenforceable under the applicable laws, such provisions of this Conveyance shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance and to the extent necessary to conform to the applicable laws as the case may be, and the remaining provisions of this Conveyance shall remain valid and enforceable as applicable at the time of execution of this Conveyance.
- vi) The Purchaser - Allottee shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations and decisions of the Owner – Promoter / Society as regards general administration, management, maintenance, repair, addition, omission, upgrade, etc. of the common amenities, facilities, services, infrastructures and conveniences of the said Project and generally of common interest and benefit of the allottees of the premises - flats in the Project.
- vii) Without any adverse effect or impact on and without prejudice to sole and absolute ownership, possession, power and control of Owner – Promoter of the Project and, its unrestricted, un-fettered

and un-hindered rights interests, benefits, advantages and privileges of the Owner - Promoter in respect thereof.

- viii) Any transfer or assignment inter- vivos or by operation of law or any disposal in any manner whatsoever by the Purchaser - Allottee or by way of transmission on account of inheritance or succession, shall take effect along with the share and membership of the Society and as per rules, regulations, resolutions, decisions and policies of the Society in force from time to time.

C. All stamp duty and registration charges, present and future, legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by the Purchaser - Allottee 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 :-
(Description of Project Land)

ALL THAT piece or parcel of land or grounds, hereditaments and premises, situate at Dariapur-Kazipur (sim), Taluka Asarva, in the Registration District Ahmedabad and Sub District Ahmedabad – 6 (Naroda), bearing Final Plot No. 38/1, part more particularly Final Plot No. 38/1/1, part (Final Plot No. 38/1/1 as per revenue record, admeasuring about 2775 Sq.mts.), of Town Planning Scheme No. 8, given City Survey No. 497, admeasuring about 2471.68 Sq.mts. of Ward T. P. 8 Asarva, City Survey Wadaj, Ahmedabad, and bounded as follows, that is to say on or towards the

	As per Final Plot	As per City Survey
North	Final Plot No. 35	City Survey No. 209
South	Town Planning Scheme Road	Town Planning Scheme Road
East	Final Plot No. 38/2-1	City Survey No. 474
West	Final Plot No. 38/1-2 and 38/1-5	City Survey No. 498

-: THE SECOND SCHEDULE ABOVE REFERRED TO :-
(Description of Flat under Sale)

ALL THAT the Flat No.____, on__floor of the Block No.____, of the building known as “RAJUL”, admeasuring about__ Sq.ft., equivalent to____Sq.mts. of Carpet Area, Wash Area of _____ Sq.mts., Balcony Area of____Sq.mts., constructed on the land more particularly described in the first schedule hereinabove written,

TOGETHER WITH

(_____ Sq.mts.) variable, indivisible, impartible, non-specific and undivided proportionate share in the Final Plot Land of said Project Land more particularly described in the First Schedule hereinabove written and proportionate share in Common Areas to be held by and to be in the power, control and management of Society, _____.

The Said Flat is shown with red colour boundary line on the Floor Plan annexed herewith as Annexure “B”.

SIGNED, SEALED & DELIVERED)
 BY THE WITHIN NAMED)
 M/S. LILAMANI INFRA)
 represented through its Partner)
 Shri _____) In
 the presence of :)

SIGNED, SEALED & DELIVERED)
 BY THE WITHIN NAMED:)
)
 In the presence of :)

SIGNED, SEALED & DELIVERED)
 BY THE WITHIN NAMED:)
)
 In the presence of :)

RECEIPT

RECEIVED the day and year first hereinabove written of and from the
Purchaser - Allottee herein the sum of Rs. _____/-
(Rupees _____), as per particulars below.

Amount in Rs.	Date of cheque	Cheque No.	Name of Bank and Branch
	TDS		
	Total		

TDS: Tax Deducted at Source (TDS) paid / to be paid to the Department
of Income Tax under the Income Tax Act, 1961 and Purchaser -
Allottee to give necessary TDS Certificate for the same.

In the presence of _____ :

WE SAY RECEIVED

PHOTOGRAPHS OF PROPERTY AS PER SECTION 21
OF REGISTRATION ACT

POSTAL ADDRESS OF PROPERTY

Flat No._____, on_____Floor, Block No._____, Building
“RAJUL”, Near Rachna High School, Shahibaug, Ahmedabad 380004.

OWNER – PROMOTER

PURCHASER - ALLOTTEE

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT.

OWNER - PROMOTER AFORESAID

M/S. LILAMANI INFRA _____
represented through its Partner Shri _____

PURCHASER - ALLOTTEE AFORESAID

ANNEXURE - "A"

Re: IN THE MATTER OF Residential Project, known as “RAJUL”, on the land situated at Dariapur-Kazipur (sim), Taluka Asarva, in the Registration District Ahmedabad and Sub District Ahmedabad – 6 (Naroda), bearing Final Plot No. 38/1, part more particularly Final Plot No. 38/1/1, part (Final Plot No. 38/1/1 as per revenue record, admeasuring about 2775 Sq.mts.), of Town Planning Scheme No. 8, given City Survey No. 497, admeasuring about 2471.68 Sq.mts. of Ward T. P. 8 Asarva, City Survey Wadaj, Ahmedabad.

OBLIGATIONS, CONDITIONS, RESTRICTIONS,
PROHIBITIONS, ACCEPTANCES, STIPULATIONS AND
COVENANTS RUNNING WITH THE SAID FLAT AND
BINDING TO THE PURCHASER - ALLOTTEE.

A. HANDING OVER OF POSSESSION:

1. The Purchaser - Allottee has perused, studied and explained to himself / herself / itself, the said Certificate and Report on Title of the Project Land issued by M/S. H. Desai & Company, Advocates and Solicitors, and the records, documents, papers and writings referred to therein, sanctioned Development Plans, specifications, designs, details and common amenities of the Project and other matters and things generally relating to the Project.
2. a) The construction of the Said Flat and development of the Project with all common areas, amenities and infrastructure is duly complete in all respect.
- b) The Purchaser - Allottee has taken inspection of the Said Flat and has checked, verified and satisfied about its area – measurement, and that the Said Flat is duly complete in all respect with all utilities of water, sewerage, electrification, plumbing, and all required common amenities, facilities and services.
- c) The Purchaser - Allottee has no complaint or grievance of any nature whatsoever for the quality of construction and the materials used and for the plans, specifications and designs of the Project and the Said Flat.

- d) The possession of the Said Flat is handed over by the Owner - Promoter to the Purchaser - Allottee. Building Use Permission by Ahmedabad Municipal Corporation is granted, dated , bearing No. .

B. USE AND MAINTENANCE:

1. The Purchaser - Allottee shall have no claim with respect to any part of the Project, like common foyer, ground level parking, basements parking, common amenities, terraces, open margin land, common open areas and spaces, lifts, lift well, staircases, lobbies, passages, atrium façade, exhaust fans, garbage ducts, fire system, plumbing duct, utility area, D.G. Set, bore-well, underground and over-head water tank, common areas and spaces, common amenities, facilities, services, utilities, and other assets of common use as may be save and except the Said Flat reserved for him/her/it herein and minimum conveniences required for use, occupation and enjoyment of Said Flat.
2. The expression "Said Flat" given to the Purchaser - Allottee herein shall be read, understood, interpreted and implemented with the spirit and intention the covered useable space thereof for their use, occupation and enjoyment as residential.
3. The Purchaser - Allottee 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 pardis or walls or other structural members of the Said Flat or any part of the building.
4. The Purchaser - Allottee shall not store in the Said Flat or bring in the building / Project any goods which are hazardous, combustible or with strong smell or excessively heavy so as to affect or damage the construction or structure of the building, and shall not carry or cause to be carried heavy packages to the Said Flat which are likely to damage the lifts, staircase, common passages, other spaces or any other structure or parts of the building / Project, its amenities, facilities and services.
5. The Purchaser - Allottee shall maintain at his/her/its cost the Said Flat in the same good condition, state and order in which it was delivered to him and shall abide by the Rules and Regulations of the Government, Ahmedabad Municipal Corporation (AMC), Ahmedabad Urban Development Authority (AUDA), Nagar Panchayat, District Panchayat and Electricity Company, Town

Planning Authority, local bodies and other authorities and Society and shall attend, answer and be responsible for all his/her/its actions.

6. It is hereby agreed that the Purchaser - Allottee shall not put any notice/sign board on the Said Flat or any part of the Project without the written consent of the Owner – Promoter / Society. The place, colour and size of the name board shall be decided by the Owner – Promoter / Society. However, the cost of preparation and fixing and maintenance will be born by Purchaser - Allottee.
7. The Purchaser - Allottee 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 the Said Flat.
8. a) The Purchaser - Allottee shall not use the Said Flat or permit the same to be used for any purposes whatsoever other than for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other flat nor for any illegal or immoral purposes or for the purposes prohibited by law.

b) The Purchaser - Allottee will not use or permit to be used the Said Flat or any part thereof for commercial or business purposes, of dairy, hostel, club, gymkhana, hotel, restaurant, eatery, gymnasium, nursing home, hospital, storehouse for commercial/ hazardous goods, office of the trade union or political parties.
9. The Purchaser - Allottee shall not at any time demolish or cause to be demolished the Said Flat or any part thereof. The Purchaser - Allottee shall not make any alterations in the elevations and outside colour scheme of the Said Flat to be purchased by him. The Purchaser - Allottee will be required to pay such amount as may be fixed by the Owner - Promoter by way of Security Deposit to secure due observance thereof.
10. If any additions or alterations in or about or relating to the building of which the Said Flat forms a part of are thereafter required to be carried out by the Government, District Panchayat, AMC / AUDA or any statutory authority, the same shall be carried out by the holders of the premises / Society in the building/s at their own cost and consequences and the Owner - Promoter shall not be in any manner liable or responsible for the same.

11. The Purchaser - Allottee shall not change the outside elevation or colour scheme and shall not decorate the exterior of his/her/its Said Flat other than in the manner in which the same was previously decorated.
12. The Purchaser - Allottee 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 other flat or in the compound or any portion of the building/Project or Common Areas.
13. The Purchaser - Allottee of the Said Flat will not use or permit to be used the common areas, passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. of the Complex for waiting, storage or keeping any articles or things, organizing parties/functions or in any other manner.
14. The Said Flat shall be used, occupied and enjoyed by the Purchaser - Allottee as one flat and the Purchaser - Allottee shall not without the permission of Owner - Promoter / Society divide or sub-divide the same for use as more than one Flat. It has been specifically agreed that the main door and other openings by way of doors, windows or any other in the Said Flat shall not be changed, altered in colour, size or location. No new or other door, window or opening shall be made other than as proposed.
15. Fire Protection System or any other service, utility or facilities if required relating thereto by law or any authority, to be installed or erected in the Said Flat or any other measures which may be required to be taken relating thereto shall be attended by Purchaser - Allottee. All and every costs, charges and expenses for the same shall be borne and paid by the Purchaser - Allottee.

C. PAYMENT OF TAXES AND OTHER CHARGES TO DIFFERENT AUTHORITIES:

1. The Purchaser - Allottee shall be responsible and liable to bear and pay, at actuals, all Municipal Taxes, cesses, dues and impositions of every description of the Ahmedabad Municipal Corporation, Gram Panchayat, of the State and/or Central Government and/or any other public bodies and authorities, which exclusively relate to or pertain to the Said Flat.
2. So long as the Said Flat is not separately assessed for water rates, electricity bills, and any other outgoing amenities/facilities, the

Purchaser - Allottee shall pay to the Owner - Promoter such amount as may be fixed by it from time to time. After the Said Flat in the Said Project are separately assessed, the balance amount will be refunded to or deficiency will be recovered from the Purchaser - Allottee by the Owner - Promoter. The decision of the Owner - Promoter in all matters relating to the same shall be final and binding upon the Purchaser - Allottee.

3. The Purchaser - Allottee hereby agrees that if any amount hereafter becomes due to the Nagar Panchayat, the State Government, AMC, AUDA, Town Planning Authority, or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Owner – Promoter or allottee / allottees, the same shall be paid / reimbursed by the purchaser / allottee / allottees / Society as may be applicable.
4. The transaction covered herein 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 interpretation or amendment of any other law, Central or State, on account of change in legal position, 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 Purchaser - Allottee on demand at any time.
5. The said amount of Rs. /- (Rupees only) paid by the Purchaser - Allottee as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses present and future in respect of these presents and in respect of any further or other documents that may be made and executed or required to be made and executed or called upon to be made and executed; all taxes and charges of every description whatsoever relating to past, present or future levied, charged or imposed by State Government, Central Government or by any authority whatsoever under any law, including without limitation, service tax, sales tax, GST, labour welfare, value added tax, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by the Purchaser - Allottee. They will be paid immediately upon demand made by the Owner - Promoter / Society. The amount as may be fixed by the Owner - Promoter for or towards the same shall be final, conclusive and binding upon the Member.

D. ASSETS OF COMMON USE AND PAYMENT OF ADMINISTRATION, MAINTENANCE AND OTHER CHARGES:

1. a) The Purchaser - Allottee shall pay by way of Common Maintenance Fees the amount at the rate of Rs. /- per square foot of Carpet Area for initial period of months from the date / obtaining of Building Use Permission and thereafter as may be fixed by the Owner – Promoter / Society. This Maintenance amount will be utilised to meet with/pay for the common electricity bills, water bills, staff salaries, repair, replacement, addition, modifications, renovation, administration, management, etc. of common amenities, facilities, services and infrastructure of the Project. The Maintenance amounts for other flat in the Project will be payable similarly. If the Maintenance amounts are found to be insufficient, the Purchaser - Allottee may be required to pay an additional amount as may be sufficient, in the opinion of Owner - Promoter / Society, to make good the deficit in such expenses. The decision of the Owner - Promoter / Society in all matters herein shall be final and binding upon the Purchaser - Allottee.
- b) In addition to aforesaid, Common Maintenance Fund at the rate of Rs. _____/- per square foot of Carpet Area shall be paid by the Purchaser - Allottee. Similar Common Maintenance Fund will be generated from the other allottees of the flats in the scheme, and the income thereof will be utilized to meet the expenses of maintenance, repair, etc. of the common amenities, facilities, services, conveniences, utilities and common infrastructure of the scheme.
- c) If the Owner - Promoter / Society shall make any other arrangement for the matters referred to in sub clause (a) hereinabove, including to attend the same through Estate Management Agency (Hereinafter referred to as “EMA”) or otherwise, the same shall be binding upon the Purchaser - Allottee, and the Purchaser - Allottee shall be obliged to attend, observe, perform, comply and carry out in accordance therewith.
- d) The said Project is conceptualized, designed and is implemented by the Owner - Promoter. Under these circumstances, the over-all ownership, control, administration and management of the Project and its common areas and spaces, common infrastructure, amenities, facilities, services, conveniences and utilities (Hereinafter referred to as Assets of Common Use) will remain with the Owner - Promoter, and thereafter the Society. The

Owner – Promoter has emphasized and the Purchaser - Allottee has accepted that the Project has unique and special features, and beauty and pleasure and enjoyment of the Project and its flats are in the proper management and maintenance and running of its Assets of Common Use.

- i) The affairs, matters and things as regards the Society, relating to the Project and Assets of Common Use and to manage, maintain, control, regulate, monitor, look after, renovate, upgrade, etc., the Assets of Common Use may, at its sole option be attended by the Owner - Promoter, by offering its services, through a group concern for such period and in such manner as it may fix before handing over possession.
- ii) The Owner - Promoter may attend the aforesaid by itself or through an agency on such terms and conditions that may be finalized by the Owner - Promoter / Society in the interest of the Assets of Common Use and the Society and Purchaser - Allottee.
- iii) The Owner - Promoter may manage the matters and things relating to the Assets of Common Use either directly or through the Society, and in doing so may directly appoint employees on its payroll or on the payroll of the Society or appoint agencies to provide various services concerning the same. The Owner - Promoter / Society 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 payroll of Society or otherwise.
- iv) Common Maintenance Expenses and Common Maintenance Deposit to be handled, managed, parked / invested, used, utilized, etc. in the hands of or through Society, by the Owner - Promoter in the interest of the Society and Assets of Common Use.
- v) The Owner - Promoter 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 Society.
- vi) The Owner - Promoter as agent and for and on behalf of and in the name of the Society will be entitled to attend all matters and things herein, including to attend/manage the

financial transactions and the same shall be duly accounted for.

- e) The Owner - Promoter / Society will maintain proper records in handling and attending the aforesaid financial and other matters and things.
- f) The Purchaser - Allottee regularly without any delay or default shall pay the Maintenance, Administrative and other Management deposits and charges fixed or that may be levied, charged or imposed by the Society and the Owner - Promoter from time to time. Without prejudice to the other rights and remedies of the Society provided under the bye-laws or otherwise available under the law, in case of regular or continuing delay or default in making such payments or part thereof or Purchaser - Allottee committing breach or violation of any other provisions herein on Purchaser - Allottee's part to be observed and performed, the Society may by a vote of two-third majority in its General Body Meeting remove and expel the Purchaser - Allottee from the membership of the Society. Consequently, the purchase of the Said Flat shall stand cancelled and revoked, and the Society will have right of entry in the Said Flat, and the Society will be entitled to dispose of the Said Flat by way of sale / allotment to existing / new Purchaser - Allottee, as the Society in the General Body Meeting by majority may decide. Surplus of proceeds or benefits or accruals after the adjustment of outstanding amounts will be paid over to and received by Purchaser - Allottee. Such authority shall be exercised after a 30 days' notice is given by the Society to the Purchaser - Allottee and the Purchaser - Allottee has failed to remedy such breach or delay within this period of thirty days.
- g) Subject to aforesaid, the decision of the Owner - Promoter in all affairs, matters and things aforesaid shall be final and binding upon the Purchaser - Allottee and the Society.
- h) The Owner - Promoter shall not be required to pay maintenance and other payments and related charges for un-disposed of flats / premises in the scheme.
- i) Any of the aforesaid matters and things may be changed, modified, revised, altered, added, substituted, etc. from time to time by the Owner - Promoter / Society.
- j) The Owner - Promoter shall not be personally liable or responsible for all and every act, deed, matter and thing done or omitted to be done by it bonafide and as a man of reasonable prudence. The

Society and the Purchaser - Allottee shall indemnify and keep indemnified the Owner - Promoter and all other persons under it in respect of thereof.

- k) All affairs, matters and things in respect of the aforesaid shall be duly recorded and audited by Chartered Accountant. All such accounts and records audited and certified by the Chartered Accountant shall be final, and thereafter the Owner - Promoter shall not be responsible/liable towards the Society, Purchaser - Allottees or Members.
2. The Purchaser - Allottee shall be bound by such rules and regulations as may be framed by the Owner - Promoter and/or Society in the matter of use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement, etc. of common amenities, common areas, facilities, services, conveniences and infrastructure of the Project.
3. Notwithstanding other provisions contained herein, any arrangement that may be worked out by the Owner - Promoter / Society for or in the matter of management, maintenance, etc. of the Assets of Common Use of the Project, to hold and use Common Maintenance Fund, the rules and regulations regarding use, occupation and enjoyment of the Assets of Common Use, and other matters and things of common interest shall be binding upon the Purchaser - Allottee herein and other allottees of the Said Flat in the Scheme.
4. a) The Owner - Promoter has prepared layout plan for car parking spaces (covered and in open) in the compound, in the margins, under the building in the hollow plinth and basement, etc. Such parking space shall not be used for any purpose other than parking of private and personal vehicles. Rules, regulations and discipline as regards distribution, maintenance, payment - charges – amounts – security deposit, use and matters and things relating to parkings including reserved parkings by Purchaser - Allottee/s / premises holder/s will be decided by the Society in consultation with Owner - Promoter and the same shall be binding upon the Purchaser - Allottee herein and other purchaser in the Scheme. The Purchaser - Allottee is given_____car parking in compound/margin/basement, No./s._____, without any extra charge. The Purchaser - Allottee herein and other premises holders / occupiers will be subject to General Rules of the Scheme in the manner as per Annexure “C” hereto and as may be modified by Society from time to time.

- b) Assets of Common Use shall be used with due care, caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to others.
5. The Project will finally be handed over to the Society upon the same is fully and finally executed, all flats thereof have been sold and disposed of and all the amounts and revenues to be recovered from Project by Owner - Promoter and agencies claiming under it are fully and finally recovered.
 6. All administration, affairs, matters and things regarding use, utilization, enjoyment, distribution, sharing, payments, etc. of the Assets of Common Use by and between the Purchaser - Allottees, one or more of them, general or specific, with full interest or limited interest, in part or full, with or without payment of charges, etc. will be decided and will be governed according to rules, regulations, decisions, policies, guidelines and resolutions of the Society.
- E. SPECIFIC RIGHTS OF OWNER – PROMOTER AND SOCIETY:
1. The over-all control and management of the Project, implementation thereof, power to dispose of flats and all and every other related matters, in general shall be that of the Owner - Promoter and the decision of the Owner - Promoter in all matters shall be final and binding upon the Purchaser - Allottee herein and all other Purchaser - Allottees in the scheme.
 2. It has been agreed that the Purchaser - Allottee shall not be entitled for any separate estimate of land contribution, construction contribution or any other separate detailed particulars of the said amount paid as price – consideration – contribution. However, the Owner - Promoter for its purpose may account for the same under such different heads of the Project and matters thereof as it may deem proper.

3. The Owner - Promoter / Society shall, in respect of any amount remaining unpaid by the Purchaser - Allottee under the terms and conditions hereof, have a first lien and charge on the Said Flat.
 4. The Purchaser - Allottee hereby agrees to pay all the amounts payable under the provisions herein as and when they become due and payable. Time in this respect being the Essence of the Contract. Further the Owner - Promoter / Society 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 Purchaser - Allottee under the terms hereof, and time for payment if not specifically provided, shall be paid as and when demanded by the Owner - Promoter / Society.
 5. Any delay by the Owner - Promoter / Society in enforcing the terms of this Indenture or any forbearance or giving time to the Purchaser - Allottee shall not be considered as a waiver on the part of the Owner - Promoter to the Purchaser - Allottee nor shall the same in any manner prejudice the remedies of the Owner - Promoter.
 6. The Project shall always be known as “RAJUL” and this name shall not be changed without the express written permission of the Owner - Promoter. However, the Owner - Promoter may change the name of the scheme at any time or give different names / sub names to its different parts.
 7. The Purchaser - Allottee has been given the Said Flat and its related FSI only. The Owner - Promoter has made aware the Purchaser - Allottee that they are proposing to dispose off the other premises in the Project to different other persons. The Owner - Promoter shall have right to dispose off these other premises in such manner, for such consideration and on such terms and conditions as the Owner - Promoter may deem fit. The same shall be binding upon the Purchaser - Allottee, and the Purchaser - Allottee shall not have any power or authority to dispute, challenge or take objection for the same.
 8. In case of any disagreement between the Owner - Promoter and the Purchaser - Allottee as regards any matters provided or not provided herein, the decision of the Owner - Promoter shall be final and binding upon the Purchaser - Allottee.
- F. INSURANCE AND MAINTENANCE SURVEY:

1. The Purchaser - Allottee 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 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.
2. The Purchaser - Allottee shall not do or permit to be done any act or things which may render void or voidable any insurance of any flat in the building or any part of the building or cause any increased premium payable in respect thereof.
3. The Purchaser - Allottee shall permit the Owner - Promoter / Society 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 Purchaser - Allottee shall make good any defects found within ten days of the giving of such notice in writing by the Owner - Promoter / Society to the Purchaser - Allottee.
4. The Purchaser - Allottee shall permit the Owner - Promoter / Society 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 / Project and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, water and drainage pipes, cables, water covers, gutters, wires, or other conveniences belonging to or servicing or used for the building/s and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas, water pipes and electric wires, cables for internet/TV and for similar or other purposes.

G. SPECIFIC COVENANTS BY PURCHASER - ALLOTTEE:

1. The Purchaser - Allottee agrees that in respect of any remittances, acquisition / transfer of the Said Flat, any refund, transfer of security deposit, etc. made by him / her / it, attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Purchaser - Allottee, and all

concerned. The Owner - Promoter accepts no responsibility in respect thereof.

2. a) The Purchaser - Allottee shall not without the prior written permission of the Society, let, sub-let, sell, transfer, convey, mortgage, assign, charge or in any way encumber or deal with or dispose off the Said Flat nor assign, underlet or part with his interest or the benefit of the allotment or any part thereof until the Purchaser - Allottee shall have obtained permission of the Society, and such permission may be granted as per rules and regulations of the Society.
- b) Any such approval may be granted by the Society as per its rules and regulations, and upon payment of such amount as may be stipulated by the Society by way of transfer fees or otherwise, and only if there is no outstanding breach or violation of any of the provisions herein and amount payable to the Owner - Promoter / Society and EMA on any account whatsoever.
3. The Purchaser - Allottee shall at no time demand partition of his/her/its interest in the Project or the Land. It being agreed and declared by the Purchaser - Allottee that his/her/its interest as stated above is impartible, except exclusivity of Purchaser - Allottee of Said Flat
4. The Purchaser - Allottee has required eligibility to become member and share holder of the Society as per bye-laws, rules and regulations and resolutions of the Society, and shall be required to become member and share holder of the Society, and shall be bound by all past, present and future rules, regulations, decisions, policies, guidelines, resolutions, etc. of the original society and the Society herein.
5. The Purchaser - Allottee for all practical purposes will be deemed to hold the Said Flat as member and share holder of the Society.
6. The Purchaser - Allottee is aware and has perused and studied the constitution of the Society, rules and regulations thereof and the resolutions, decisions, etc. taken or adopted from time to time from incorporation thereof till date. The Purchaser - Allottee accept and confirm the same and also shall not be entitled to dispute, challenge or object the same.
- H. FURTHER DEVELOPMENT AND CONSTRUCTION AND DISPOSAL THEREOF:

1. The promoter shall not have any claim over additional future FSI, terrace and common area rights after building use permission for the entire project has been obtained. Such rights if any will be enclosed by the society of buyers.

2. For the purpose aforesaid, the Owner – Promoter will be entitled from time to time to prepare, vary, amend and/or alter the layout plans, development plans, designs and specifications as the Owner – Promoter may deem fit and as the nature and circumstances may require, and obtain sanction to the same from the AMC and other applicable consent authorities.

I. JOINT HOLDER:

1. In case the Purchaser - Allottee is joint, consists of more than one, the permission of the usage of the Assets of Common Use by the other joint Purchaser - Allottee will be through the First of such joint Purchaser - Allottee, and shall not be independent or separate.

2. All consents, confirmations etc. if and when required of the joint Purchaser - Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Purchaser - Allottee. However, it has been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of all the joint Purchaser - Allottee shall be required.

3. Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Purchaser - Allottee. All notices, communications etc. may be addressed by the Owner - Promoter to the first of such joint Purchaser - Allottee.

4. The Purchaser - Allottee inter-se shall not be entitled to subdivide the Said Flat, the intent being the Said Flat shall stand in the names of the joint Purchaser - Allottee as one single Said Flat.

J. RIGHTS AND OBLIGATIONS OF SOCIETY:

1. All rights, interests, privileges, advantages, etc. of the Owner - Promoter in respect of the Land and in respect of the Project, undisposed of premises and reserved under these presents are unfettered, unaffected and freely exercisable..

2. The Society shall not add, alter or modify its constitution, rules and regulations, nor shall adopt any resolutions or take decisions nor generally shall do any act, deed, matter or thing which may or can

adversely affect the rights and interest of the Owner – Promoter or the provisions of these presents. Anything done in violation thereof shall be null and void ab-initio, and shall not take effect and shall not be binding upon the Owner - Promoter.

3. The Project will be handed over to Society as stated above. However, the handing over of the project shall be for the limited object and purpose to hold, look after, manage, maintain the Project Land, common amenities, facilities and services and other common interest of the holders of the premises in accordance with and under RERA Act. The Owner - Promoter will be entitled to all rights and interest reserved for it under these presents.

K. INDEMNITY BY PURCHASER - ALLOTTEE:

1. Without prejudice to other rights and remedies of the Owner - Promoter / Society under the terms, conditions and provisions herein, and also otherwise available under the law and in addition thereto, the Purchaser - Allottee shall indemnify and keep the Owner - Promoter and all persons to claim under it / Society, other purchasers - allottees / employees, agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions on his part herein and against any loss, damage, liability, action, claim, suit, proceedings, cost, charges and expenses that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Purchaser - Allottee as mentioned herein.

L. GENERAL – MISCELLANEOUS:

1. The Purchaser - Allottee has been given receipts for all the payments made by him / her / it to Owner – Promoter. The Purchaser - Allottee shall obtain receipts for all the amounts that may be paid hereafter to the Owner - Promoter / Society. No claim for any payment shall be valid, save and except in respect of which the Purchaser - Allottee has obtained and produce such receipts.
2. The scope of work and services given by and duties of the Owner - Promoter is for and till the completion of work of construction and development of the Said Flat and implementation of the Project actually at site as per Development Plans and Building Use Permission, which is duly completed to the satisfaction of the Purchaser -Allottee.Purchaser-Allottee has visited site taken inspection and verified the completion of the Project it common infracture aminities and facilities.

3. The Owner - Promoter may, at its discretion, provide security, telephone cable, multipurpose cable, TV channels, CCTV, internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be made available to the Purchaser - Allottees in the scheme. These facilities may be provided through any outside agency under contract with the Owner - Promoter/ society on such terms and conditions as may be finalised by the Owner - Promoter with them. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser - Allottee and other Purchaser - Allottees in the scheme. The Purchaser - Allottee may use such facilities as per rates - price - consideration and terms and conditions as may be fixed.
4. The Purchaser - Allottee hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
5. The Purchaser - Allottee hereby declares that he/she/it has been given copies of papers, permissions, writings, plans etc. and has read, understood, accepted and agreed to each and every term of this Agreement before execution.
6. The Purchaser - Allottee, as the context may require, shall also include their representatives, occupiers, visitors, authorised person, successors, assigns and all and every other person or persons to claim under him/her/it/them.
7. The expression "Society" / "Owner - Promoter" shall also mean and include any person authorised or nominated by it or its assignee or transferee or successor.
8. The Purchaser - Allottee hereby declare that he / she / they / it has / have read, understood and agreed to each and every conditions, provisions, stipulations and covenants before execution hereof.
9. The Owner - Promoter has declared and announced its 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.
10. The "Heading" in these presents are inserted for convenience only, and shall not control, govern, or affect the spirit, intention and interpretation of provisions thereof.
11. The letters, receipts and/or notices issued by the Owner - Promoter dispatched Under Certificate of Posting to the address of the Purchaser - Allottee or by way of E-mail, as known to the Owner

- Promoter will be sufficient proof of receipt of the same by the Purchaser - Allottee and shall completely and effectively discharge the Owner – Promoter.

12. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
13. Severability:- If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

ANNEXURE “C” (OPTIONAL)
GENERAL RULES OF THE SCHEME

1. The common areas, amenities, facilities and services are like _____, etc. The same may be revised, up-graded, renovated, added, omitted, etc. (Hereinafter referred to as the “Assets of Common Use”).
2. Assets of Common Use will be allowed to be used by the members. The same may be allowed to be used by their guest or tenant as per such rules and regulations as may be framed from time to time.
3. The Assets of Common Use shall be used with due care and caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to the others.
4. The members shall give all co-operation as the nature and circumstances may require to maintain and keep the same clean and in good proper condition.
5. Necessary provision to be made by the Society for proper safety, security and protection of the Assets of Common Use. The members shall extend all co-operation to the security staff, and shall follow instructions and rules in relation thereto. In case of

disregard or disobedience, members will not be allowed any access or use to any of the Assets of Common Use.

6. Common entrance to the Project / Scheme / Buildings will be provided with security personal, and the entry and exit will be managed and controlled by security staff as the nature and circumstances may require for proper, safety, security and protection, including entry on production of ID, maintenance of visitors book, signing of register, to close the gate after late night of about 11 p.m. and to open as may be required to go out or get in, etc. on verification of proper identity. The members shall co-operate the security staff for the same. Surveillance / Camera / CCTV facility may also be provided.
7. Any work of interior decoration, furniture or design will be done only under intimation to the Society / Owner - Promoter with prior permission. Such permission will be granted with such restrictions as may be imposed, like
 - i) payment of security deposit as may be levied, which will be refunded without interest upon the work is carried out accordingly. Damage if any, caused in the project / building / Assets of Common Use will be deducted therefrom,
 - ii) design of the work, if involves any change in civil work to be approved,
 - iii) Passenger Lift will not be used for carrying materials,
 - iv) the work will be carried out only during the day time,
 - v) the names and details of the persons engaged in the work to be given,
 - vi) the estimated time for completion of work to be given,
 - vii) the work to be carried out in a manner without causing any nuisance, annoyance or damage to the others.
8. The members shall not make any temporary or permanent change, modification or alteration in the location, of electricity meter, internal toilets, pantry, etc. and also of specifications and infrastructure and related paraphernalia nor shall make any 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.
9. Facility of parking will be used subject to following rules.

- a) Specific Reserved Parking Numbers to be given. RTO car registration number to be given.
- b) This will entitle an exclusive PERSONAL right to use the reserved parking for the purpose of parking of vehicle. Such will be facility as licensee.
- c) The ownership of the parking or no permanent interest in parking will be given. Such parking will continue to be a part of the common infrastructure and facilities of the Scheme / Society subject to Reserved Parking.
- d) Reserved Parking will be used only for the purpose of parking vehicles and for no other purpose whatsoever.
- e) Parking space shall not be covered with chain-link or in any other manner and shall always be kept open.
- f) The reserved parking space shall be kept properly maintained and cleaned, though common maintenance of the parking area will be attended as part of common amenities, facilities and services.
- g) Drive-way of the parking shall be kept clear and free, and shall not be obstructed under any circumstances whatsoever, nor any article, material or thing shall be put thereon or thereat.
- h) This facility of Reserved Parking will be attached to flat and is intended to go alongwith transfer or transmission of flat as facility running with the premises.
- i) Reserved Parking shall not be separately heritable, transferable or assignable in any manner whatsoever, except running with the premises.
- j) Reserved Parking shall not be allowed to be used by any third party including any other holder of premises.
- k) The Reserved Parking holder shall not erect, construct or install any type of temporary or permanent board, signage or structure or furniture for storage of any article, material or thing. Except parking of vehicle, no other material, article or thing, including relating or referring to the vehicle shall be kept or stored at parking space. To be more precise except parking of vehicle no article, matter or thing shall be kept or stored thereat.
- l) The Reserved Parking holder shall be required to give

registration number of vehicles to be parked. Any change shall be notified to Society.

- m) Parking of the vehicle will be at the risk and consequences of the premises holder, and Society and the management will not be responsible for any type of loss, damage, theft, etc. of the vehicle or relating thereto.
- n) Drive-way shall be used, vehicles shall be parked, taken out, etc. without causing any damage to, hindrance, obstruction, unnecessary noise in pollution, the parking area, and without causing any damage to the person and property of the other vehicles. In general, the parking will be used with extra care and caution, so as not to cause any harm, injury or damage to person and vehicles of the occupants / flat holders / flat holders and their authorized representatives and visitors.
- o) Reserved Parking will subject to such other terms, conditions and discipline that may be imposed from time to time, including as regards payment of Security Deposit, security or maintenance or administration or management charges.
- p) After giving of parking if it is found that the holder of the Reserved Parking has not requirement to use parking, the same may be required to be surrendered temporary or permanent as the circumstance may be and will be made available to him upon his requirement at future time. Reserved Parking, accordingly, may be given for temporary use to others.

10. The facility of terrace / roof top given with flat to member is subject to following rules.

- a) Such terrace will be kept cleaned, maintained and kept in proper order and condition, and at their respective cost and expenses will repair and maintain the same as may be required from time to time as aforesaid.
- b) The terrace will be used as part of facility attached to the flat for the purpose to commensurate with the use of the Flat. The same will not be used for any other purpose, including for any storage of materials, articles or things. The same will be used as open terrace attached to flat.
- c) The Society / Owner – Promoter will have access at reasonable times, under normal circumstances after prior notice and permission, for repair and maintenance of water tanks, water supply lines, electrical lines, etc. that may be

passing through the terrace, also for any urgency or emergency reason like by Government, police, medical purpose, evacuation, rescue operation, etc. as may be required.

- d) Terrace will be used as open terrace, and the Purchaser – Allottee shall not put up any temporary or permanent structure or construction, including but not limited to sheds, hoarding, LED boards, mobile towers, etc. Further, the Purchaser - Allottee shall not make any other unauthorized illegal – irregular use of terrace. Any violation in respect thereof by the Purchaser – Allottee will be to the account of Purchaser - Allottee, and Purchaser – Allottee shall be liable and responsible for the same, and in respect of all consequences arising on account thereof.
 - e) This facility of terrace is attached to flat and will stand transferred along with transfer or transmission of the Flat as facility running with the Flat.
 - f) The terrace will not be allowed to be used by any other third party or out-sider who is not part of family or resident of the Flat.
 - g) Terraces shall not be separately heritable, transferable, or assignable in any other manner, except running with the Flat.
11. The layout plan of the ground level parking is annexed herewith. The parking marked “A” is reserved for (if any) . While parking marked “B” is reserved for the guest and visitors of the premises.
12. Any permitted work in the premises will be carried out with good workmanship and quality under the help and advise of the professional or expert for the same using good available technology and with well proper equipments and instruments in place of old orthodox crude way of using hammer – hathodi, etc. by using drill machine, cutting machine, core cutter, etc.
13. Plumbing, electrical, sanitary, etc. work shall be carried through the agencies appointed by the Owner - Promoter / Society on payment of charges as may be fixed and finalized. However, no outside agency will be allowed for the same, except for the entire whole new work and with the permission of the Owner - Promoter / Society.
14. No premises will be given on rent except without the previous written permission of the Society / Owner - Promoter. Such permission will be granted on such terms as may be filled by the

Society / Owner - Promoter, which may include payment of fees, charges, additional common maintenance, etc. Proper and complete details and identification of the persons to use the premises shall be given, whose background will be checked, verified and satisfied by the Owner - Promoter / Society.

15. The Member shall not make any change in the out-side facade / elevation nor effect any change in its colour scheme nor will put any signage or print or do any other display whatsoever.
16. In case of any leakage, sewage in the floor or toilet block of any premises of the Project, and the same shall be repaired, replaced, etc. by the holder thereof at his own cost and expenses.
17. All out-door air-conditions ducts fins are designed by HVAC Consultant and out-door air-conditioning unit shall be installed within such ducts and without causing any damage or removal of the ducts or fins, and any damage or removal shall be repaired or reinstated by the member who has caused the same at its cost and expenses.
18. These rules may be modified, added, omitted or altered by Society / Owner - Promoter / Society as it may decide from time to time.

DATED THIS DAY OF 2019

M/S. LILAMANI INFRA

TO

DEED OF CONVEYANCE

M/S. H.DESAI & COMPANY
SOLICITORS AND ADVOCATES
226-229, Ellisbridge Shopping Centre,
Opp. M. J. Library, AHMEDABAD-
380006.

Tel. Nos. 26578598,
26578281, 26579460

File No. Bjm/63/2018

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