

SALE DEED
"DARSHANAM WATERLILY"

This **DEED OF SALE / CONVEYANCE** is executed at **VADODARA** on this
Date :/...../2023 of **Flat / Shop No.** on
..... Floor in Tower :

OR

Villa No. situated in the scheme known as **"DARSHANAM
WATERLILY"** of **Rs./- ...**

BETWEEN

**EXECUTOR / LAND OWNER / PROMOTER / DEVELOPER / FIRST
PART :**

SHRI GANESH CONSTRUCTION, [PAN : AEVFS 7483 L] a Partnership
firm registered under the provisions of the Partnership Act, represented
through its Authorized Partner - **DHRUV GIRISH GARG**, [Aadhaar :
3997-5089-5508], Aged adult, Occupation Business. having its registered
office at K / 904, Darshanam Central Park, Nr. Surya Palace Hotel,
Sayajigunj, Vadodara - 390020.

[referred to as the **"DEVELOPER"** and or **"PROMOTER"** or **"LAND
OWNER"**]

(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 FIRST PART;

AND

EXECUTEE / PURCHASER / ALLOTTEE / SECOND PART :

(1), [Aadhaar No.....]

Aged years, Occupation, [PAN :]

(2), [Aadhaar No.....]

Aged years, Occupation, [PAN :]

Residing at

(hereinafter referred to as the **"ALLOTTEE"** or **"PURCHASER"**) (which
expression shall unless it be repugnant to the context or meaning thereof
be deemed to include his/her/their legal representatives, executors,
successors and permitted assigns) of the Second
Part.

For the sake of convenience, the Land Owner, Developer and the Allottee
shall be hereinafter collectively referred to as the Parties and individually
as the Party.

WHEREAS

- A. The Promoter are seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land bearing **Survey / Block No. 759 PAIKI 1, adm. 12545-00 Sq. Mt. NA Land [adm. 9695-40 Sq. Mt. Constructible land out of total Plot Validation area adm. 19390-80 Sq. Mt.]** within **village moje VADSAR**, Reg. Dist. & Sub. Dist. Vadodara has been purchased by above said Executor / Land Owners / Promoter / First Party – **SHRI GANESH CONSTRUCTION**, a partnership firm from previous land owners – Purushotambhai Amthabhai Vaghela and Prakashbhai Sanabhai Padariya as land Owners and as Confirming Party - Purshotambhai Amthabhai Vaghela by way of Registered Sale Deed Sr. No. **8575**, dated **10/04/2023** duly registered with Office of Sub. Registrar Vadodara Vibhag – 3 and entry for the same was mutated in the City Survey Property Card vide Entry No. 22175, dated 02/09/2023.

The District Collector, Vadodara had issued Non - Agricultural Order vide his order bearing No. 496 / 19 / 16 / 001 / 2019; dated 25/07/2019 has granted in respect of land bearing Survey No. 759 paiki 1, adm. 12545-00 Sq. Mt. land in village moje Vadsar, Vadodara for Multipurpose use subject to the terms and conditions set out therein. And Entry for the same was mutated in the Revenue Records vide Entry No. 4078, dated 25/07/2019 (06/09/2019).

- B. The Promoter are seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land bearing **Survey / Block No. 759 PAIKI 2, City Survey No. NA 759 p 2, adm. 12545-00 Sq. Mt. NA Land [adm. 9695-40 Sq. Mt. Constructible land out of total Plot Validation area adm. 19390-80 Sq. Mt.]** within **village moje VADSAR**, Reg. Dist. & Sub. Dist. Vadodara has been purchased by above said Executor / Land Owners / Promoter / First Party – **SHRI GANESH CONSTRUCTION**, a partnership firm from previous land owners – Vaghela Kalpnebrn Purushotam and Kalpnaben Prahladbhai Patel as land Owners and as Confirming Party - Purshotambhai Amthabhai Vaghela by way of Registered Sale Deed Sr. No. **8572**, dated **10/04/2023** duly registered with Office of Sub. Registrar Vadodara Vibhag – 3 and entry for the same was mutated in the City Survey Property Card vide Entry No. 22156, dated 24/08/2023.

The District Collector, Vadodara had issued Non - Agricultural Order vide his order bearing No. 801 / 19 / 16 / 001 / 2022; dated 08/06/2022 has granted in respect of land bearing Survey No. 759 paiki 2, adm. 12545-00 Sq. Mt. land in village moje Vadsar, Vadodara for Multipurpose use subject to the terms and conditions set out therein. And Entry for the same was mutated in the Revenue Records vide Entry No. 4288, dated 08/06/2022.

- C. The Vadodara Mahanagar Palika has approved the proposed development plans in relation to the said Project namely **"DARSHANAM WATERLILY"** and Subsequently, the permission to commence the construction of the said Project namely **"DARSHANAM WATERLILY"** on the said Land of Moje **VADSAR**, being **Revenue Survey No. 759 / paiki 1, 759 paiki 2, 758** in accordance with the Approved Plans was given by the VMC vide Rajachitthi No. Ward – 18 (New) / HB - 60 / 2022-2023, dated 15/10/2022 (hereinafter referred to as the **"Commencement Certificate"** or **"Construction Permission"** or **"Raja Chitthi"**).
- D. The Allottee herein approached the Promoter herein with the intent to purchase an Flat / Shop in the said Project and in pursuance to the discussion held amongst the Parties, the Promoter and the Land Owners have agreed to allot/sale and the Allottee have agreed to purchase **Flat / Shop No. on Floor in Tower : OR Villa No.** of the said Building known as **"DARSHANAM WATERLILY"** (said **"Flat / Shop / Villa"**) together with the undivided proportionate share in the said Land, and right to use the Common Areas in the said Project and together with car parking space in the said Project (hereinafter referred to as the **"said Property"**).

For the sake of convenience and reference in this Agreement:

The said Flat / Shop together with the undivided proportionate share in the Common Areas shall be collectively referred to as the **"said Property"**; the said Property is more particularly described in the **Second Schedule** hereunder written;

- E. The carpet area of the said **Flat / Shop / Villa** as set out above. "Carpet area" means the net usable area of the said **Flat / Shop / Villa**, excluding the area covered by the external walls and areas under services shafts but includes the area covered by the internal partition walls of the said Flat / Shop.
- F. Pursuant to the above Promoter has issued a **LETTER OF ALLOTMENT** dated ____/____/____ in respect of the said **Flat / Shop / Villa** to the Allottee and upon payment of the amount equivalent to 10% or there about as well as additional amount of earnest money by the Allottee to the Promoter, the Promoter and the Land Owners have agreed to sell the Said Property to the Allottee for a **consideration of Rs...../- Rupees Only**) being an aggregated price of the said **Flat / Shop / Villa** + Balcony + Wash Area + proportionate price of the common areas and facilities + proportionate price of the Undivided Proportionate Share (hereinafter referred to as the **"Sale**

Consideration”) and entered into an agreement for sale in respect of the Said Property in accordance with the terms and conditions set out there under. The agreement for sale has been executed and registered in the office of the Sub-Registrar at **Vadodara - 3** vide Sr. No. _____ on **dated** ____/____/____ (hereinafter referred to as the Agreement).

- G. The Promoter and the Land Owners have given inspection to the Allottee of all the documents of title relating to the Said 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 Gujarat Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as "the said Rules") made there under and the Allottee if satisfied in respect of the same;
- H. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter/Land Owners, authenticated copies of extract of revenue records / city survey records showing the nature of the title of the Land Owners to the Said Land on which the said Project is developed have also been inspected by the Allottee and is satisfied in respect of the same.
- I. The Promoter has submitted the Project for registration with the Real Estate Regulatory Authority (RERA) as per the provisions of the Said Act and the Said Rules and pursuant to the same the Project has been registered with RERA No., **Date** :
- J. The authenticated copies of the Approved Plans of the Layout as approved by the Vadodara Municipal Corporation, the authenticated copies of the plans and specifications of the said **Flat / Shop / Villa** agreed to be purchased by the Allottee and the authenticated copies of the layout and floor plans as proposed by the Promoter and according to which the construction of the projects and Common Areas are proposed to be provided for in the said Project has been inspected by the Allottee.
- K. The Promoter undertook the development of the Project as per the Approved Plans and has completed the construction of the said Building and other development works of the said Project;
- L. In pursuance to the confirmations, representations and assurances given by the Parties to each other to faithfully abide by all the terms, conditions and all applicable laws the Promoter/Land Owners

are hereby executing this Deed of Sale / Conveyance in respect of the Said Property in favour of the Allottee.

NOW THIS INDENTURE WITNESSETH THAT

1. INTERPRETATION

In this SALE / CONVEYANCE Deed, unless the context otherwise requires:

- i. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Sale / Conveyance Deed, from time to time be amended, supplemented or re-enacted;
- ii. Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- iii. The captions and headings, if any, are for the purpose of convenience and reference only and shall not be deemed to supersede or modify the substance in the text written thereunder and shall not be used in and shall not affect the construction and interpretation of this Sale / Conveyance Deed;
- iv. Terms and words beginning with capital letters and defined in this Sale / Conveyance Deed shall have the meaning ascribed thereto herein, and terms and words defined in Annexure / Schedule and used therein shall have the meaning ascribed thereto in Annexure / Schedule;
- v. Words "include" and "including" are to be construed without limitation;
- vi. Any reference to "day" shall mean a reference to a calendar day; any reference to "month" shall mean a reference to calendar month;
- vii. Annexure, Plans and Schedules to this Sale / Conveyance Deed form an integral part of this Sale / Conveyance Deed and will be in full force and effect as though they were expressly set out in the body of this Sale / Conveyance Deed;
- viii. Reference to this Sale / Conveyance Deed or any other agreement, deed, instrument or document of any description

shall be construed as reference to such agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, notated or suspended;

- ix. Reference to Recitals, Clauses, Sub-Clauses, Schedules, Annexure in this Sale / Conveyance Deed shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Sub. Clauses, Schedules, Annexure of or to this Sale / Conveyance Deed;
 - x. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Sale / Conveyance Deed is not a business day, then the period shall run until the end of the next business day;
 - xi. Any word or expression used in this Sale / Conveyance Deed shall unless defined or construed in this Sale / Conveyance Deed, bear its ordinary English meaning.
2. In pursuance of the aforesaid and the full and final aggregated amount of **Sale Consideration of Rs..... /- (Rupees Only)** being duly paid by the Allottee to the Promoter (the receipt whereof the Promoter & Land Owners do hereby admit and acknowledge and acquit, release and discharge the Allottee from every part thereof forever), the Promoter AND OR Land Owners do hereby conveys, transfers, assigns, assures, grants in favour of the Allottee free from encumbrance and reasonable doubts the right title and interest in the said Property being **Flat / Shop No. on Floor in Tower : OR Villa No.** of the said Scheme together with the undivided proportionate share in the said Land, and right to use the Common Areas in the said Project and together with parking space in the said Project known as **“DARSHANAM WATERLILY”**.

DETAILS OF RECEIPT OF SALE PRICE :

Amount (Rs.)	Date	Chq. No. / Oth.	Bank Name

The Promoter having handed over and the Allottee having taken over vacant, peaceful and physical possession of the said **Flat / Shop / Villa** free from all encumbrances; this deed shall be valid only after realization of all the payments; and if any cheques or payments not realized pursuant to the execution hereof then in such event all the transaction made by the Allottee by way of mortgage, sale, transfer, gift, lease etc. in respect of the said Property shall become void, invalid and illegal.

3. The Developer hereby covenants to the Purchasers that, within a period of five years from the date of Possession, the Purchasers if brings to the notice of Developer any structural defect in the Property or the building in which the said Property is situated, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchasers shall be entitled to receive from the Developer, compensation equal to cost to cure / rectify such defect. Provided that the Developer shall not be liable to rectify any defect or for payment of any compensation in the following events:
 - A. If the cause of any such defect is not attributable to the Developer or are beyond the control of the Developer; or
 - B. In case of natural wear-and tear and damage resulting from rough handling, improper use or unauthorized modification; or
 - C. Developer shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or colour variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
 - D. In case where guarantees and warrantees are provided by the product suppliers or service vendors, the same shall be extended to the Purchaser and to honour such warrantees and guarantees shall be at the sole discretion of the party providing the same. Further where the manufacturer guarantee / warranty as provided by the party ends before the defects liability period and such warranties are covered under the maintenance of the said Shop / building / wing, and if the annual maintenance contracts are not done/renewed by the Purchaser / Management Body, the Developer shall not be responsible for any defects occurring due to the same.; or

- E. The Management Body or the individual Purchaser has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ Developer.
 - F. If the Purchaser has defaulted in any of its covenants or is in breach of any of the terms and conditions as mentioned in this agreement.
 - G. The Purchaser has carried out any alterations of any nature in the said Shop which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom / toilet, etc. If any of such works are carried out then the defect liability automatically shall become void.
- 4. The Promoter and/or Land Owners shall not have any claim over FSI and/or additional FSI and/or common terrace rights after issuance of Building Use (BU) permission. If the Promoter / Land Owners have such rights after issuance of BU permission the same shall be deemed to be entitled by the members of the said Project and/or service societies of the members.
 - 5. The Allottee covenants that a service society to be registered under the provisions of the Gujarat Co. Op. Societies Act, 1961 and has been incorporated for the proper and effective administration of the said **"DARSHANAM WATERLILY"** and the Allottee shall be a member of the Said Society and shall also be liable for the payment of maintenance deposit & maintenance charges etc. on demand in respect of the Said Property to the Said Society and shall follow all the rules, regulations and byelaws of the said Society from time to time and shall use the common amenities and facilities along with other members of the Said Society.
 - 6. The Allottee represents, undertakes and warrants that: -
 - i. The Allottee, as the **Flat / Shop / Villa** holder in the said Building, will duly get admitted as the member of the Society and will sign and execute all such necessary application forms, affidavits, declarations, undertakings, model bye laws/bye laws formed by the Society from time to time and at all times as may be required and amended by the Promoter and/or the Society;
 - ii. The Promoter shall be in absolute control of the said Project as well as all the unsold Shops in the said Project till the Promoter has received full and final consideration for each and every

Shops in the said Project and each one of them is duly conveyed/transferred in favour of its respective Allottees;

- iii. Any transfer or assignment inter-vivos or by operation of law or any disposal in any manner whatsoever, of rights under these presents by the Allottee or by way of transmission thereof on account of inheritance or succession shall always take effect along with the shares and membership of the Society and as per common interest, and as per the bye-laws of the Society;
- iv. The Allottees herein shall abide by all the terms and conditions of all the other deeds like agreement for sale, booking form, etc. & which shall also be binding upon the allottees and their heirs , assignees, transferees for all times to come.
- v. The Allottee herein shall be required to obtain a prior approval and a no objection letter from the Promoter till the management of the said Project is handed over to the Society and Society thereafter in the event the Allottee herein intends to sell, convey, mortgage, lease, sub lease, sub let or transfer its right, title and interest in the said Property to any other person in any manner whatsoever. The Allottee herein shall be responsible for the payment of the Transfer Fees and all outstanding dues to the Promoter till the sale of all the Shops in the said Project is duly completed and the possession of each Shop is handed over to the respective prospective Allottees and the operation and management of the said Project is handed over to the Society and only subject to which the Promoter or the Society (after the operation and management of the said Project is handed over to the Society) shall permit and allow such transfer;
- vi. The Allottee has / have adequately satisfied himself / herself / themselves about the title and specification of the overall Project and that the Allottee has no grievance or complaint in relation to the title or the specifications, workmanship or materials or used therein;
- vii. By virtue of the execution hereof, the Promoter/Land Owners have sold, transferred and conveyed the right title and interest in favour of the Allottee limiting to the Said Property together with undivided proportionate share in the Said Land only and no other area in the said Project and that the Promoter/Land Owners shall be without any restriction or require any approval of the Allottee and shall be entitled to deal with the other Flat / Shop and space in the said Project in favour of any other person in the manner the Promoter may deem fit;

- viii. The Allottee shall keep the said Property, 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 Said Building other than its premises;
- ix. The Allottee shall not at any time demolish or cause to be demolished the Said Property or any part thereof nor shall make any additions or alterations in the design or specifications thereof nor shall make any new opening of door, window or otherwise. The Allottee shall not make any alterations in the elevations and outside colour scheme of the outer wall in the exterior of the Said Property. The Allottee shall not decorate the exterior of Said Property other than in the manner in which the same is decorated.
- x. If any penalty, premium or any other charges are levied by the Vadodara Municipal Corporation or any other authority in respect of any additions or alterations if made by the Allottee, the same shall be borne and paid by the Allottee, if the same are concerning the said Flat / Shop and/or to the extent of the undivided entitlement of the Allottee in the said Land, and if the same area of common nature, by the Allottee in common with others.
- xi. The 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 or walls or other structural members of the said Flat / Shop or any part of the Complex without prior written consent of the Promoter and/or the Society.
- xii. The Allottee shall not use the said Flat / Shop / Villa 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 premises or for any illegal or immoral purposes or for the purposes prohibited by law. The Allottee will not use or permit to be used the said Flat / Shop / Villa or any part thereof for (hotels, guest house, lodging & boarding, nursing home or hospital. The said Flat / Shop / Villa shall be used, occupied and enjoyed subject to other rules of the scheme as may be framed by the Promoter. The Allottee shall perform and observe the same, and shall abide by them.

- xiii. 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 storage or keeping any articles or things.
[for Flat only]
- xiv. The Allottee shall not store in the said **Flat / Shop** or in any common areas or bring in the said Building 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 / Shop / Villa** which are likely to damage the lifts, staircase, common passages, other spaces or any other structure or parts of the Complex / wing / tower, its amenities, facilities and services. **[for Flat only]**
- xv. In pursuance to the execution of this Sale / Conveyance Deed, in case of any amount becomes payable to the Vadodara Municipal Corporation, the State Government or other public authority like betterment charges or development taxes or payment of similar and/or any other nature in relation to the entitlement of the Allottee under this Sale / Conveyance Deed, the same shall be paid and borne by the Allottee and/or its successor in title as may be levied by the authority on pro-rata basis.
- xvi. The Allottee shall be responsible and liable to bear and pay, at actual, all Municipal Taxes, cesses, dues and impositions of every description of the Vadodara 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 / Shop.
- xvii. All common maintenance expenses relating to security, sweeping, cleaning, lightening, maintenance, repairs, replacement, up gradation etc., of the said Building, and amenities, facilities, services, conveniences, and utilities therein; common expenses of administrative, management, staff, personals, maintenance of accounts and records and other similar or other related matters; and any other expenses of common nature shall be borne and paid by the Allottee and other Allottees of other premises, and as may be fixed by the Promoter.
- xviii. Without prejudice to aforesaid, if the Promoter makes any other arrangement for maintenance and to meet the common maintenance expenses, the same shall be binding upon the Allottee and the Allottee shall be obliged to act in accordance

therewith, which may include payment of any amount by way of permanent maintenance deposit.

- xix. The common maintenance expenses will be required to pay by the Allottees of the premises. Notwithstanding, the fact that the said Building is put to use and the holders of the premises who have already purchased the premises have commenced use of their respective premises, involving use of Common Services, the Promoter shall not be required to pay or contribute common maintenance expenses for any un-disposed of premises or to pay any amount whatsoever towards maintenance of the Common Services, and the same shall be paid prospectively only upon the unsold premises are disposed of If any Flat / Shop are unsold one year after date of B.U. Permission, then the maintenance expenses of those unsold **Flat / Shop / Villa** will be borne by the Promoter.
- xx. The Society consisting of the **Flat / Villa holders / members** in the said Project as its members and share holders for the purpose of operation and maintenance of the said Project and that the Allottee shall be bound to become a member of the Society and to observe the terms and conditions and rules and regulations as set out in the bylaws of the Society and the rules framed by the Society from time to time and at all times. **[except Shop member / holders]**
- xxi. The Allottee is aware that the Promoter shall operate and maintain the said Project and that the Allottee shall be bound to comply with all the terms, conditions, charges, rules and regulations laid/formed by the Promoter. The said Project shall be under the over-all control and management of the Promoter. And of the Society after the same is handed over to Society, and the decision of the Promoter/Society in all matters relating thereto including code of conduct, rules and regulations for use in the said Project shall be final, conclusive and binding upon the Allottee.
- xxii. The Promoter may have declared and announced the said Project by issuing brochure and pamphlets and also inserting advertisements in newspaper and advertising in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been declared or advertised as aforesaid, what is agreed upon herein shall prevail.
- xxiii. Any delay by the Promoter/Society in enforcing the terms of this Sale / Conveyance Deed or any forbearance or giving time to the

Allottee shall not be considered as a waiver on the part of the Promoter/ Society of the Purchase nor shall the same in any manner prejudice the remedies of the Promoter/Society.

- xxiv. The Allottee hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents
- xxv. The Allottee hereby declares that he / she / they has / have read, understood and agreed each and every term of this Sale / Conveyance Deed before execution.
- xxvi. The Allottee has agreed to indemnify and keep indemnified the Promoter and other Flat / Shop holders against any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any delay, default, breach or violation of any of the conditions and obligations aforesaid
7. **Severability** : If any provision of this Deed shall determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this deed and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this deed shall remain valid and enforceable as applicable at the time of execution of this deed.
8. **Dispute Resolution:** Any dispute between parties shall be settled amicably. In case of failure to settled 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, there under
9. The Promoter vide authority letter has authorized **DHRUV GIRISH GARG**, Designated Partner as its authorized signatory to execute and lodge all such agreements, deeds, documents, conveyance pertaining to the Flat / Shop / Villa of the said Project namely "**DARSHANAM WATERLILY**" for the registration in favour of the intending Allottee(s). The said authority letter has not been cancelled and operative till date.
10. All stamp duty (present and future), registration charges and legal fees and all other out of pocket expenses in respect of these presents have agreed to be borne and paid by the Allottee only.

11. The Allottee has also deducted TDS in respect of the payment made to the Promoter as per the provision of the Income Tax Act 1961. (for 50 Lac and above)
12. The said Property does not fall under the Disturbed Area and is not subject to permission under the provisions of the Gujarat Prohibition of Transfer of Immovable Property & Provision for Protection of Tenants from Eviction from Premises in Distributed Areas Act, 1991.
13. Owners / members of adjacent Shop / rental property are to use the parking space at the front of the scheme, they will not have to use, enjoy or ask for the common parking or open space at the end of the scheme and also they have no any right and will not to be use the common plot, common amenities, club house, any common amenities of the scheme known as "**DARSHANAM WATERLILY**".
14. The Owners / members of adjacent Shop of "**DARSHANAM WATERLILY**" will have to formed a separate association together and the members of **Flats and Villa** will be formed a separate association, In the scheme named "**DARSHANAM WATERLILY**".
15. The members / owners of the **Shop** will not be use the common plot, common amenities, club house etc., of the scheme named "**DARSHANAM WATERLILY**".
16. All the facilities of Club House, Common Amenities, Common Plot etc., will be shared between only members of **Flats and Villa (i.e. Residential members only)** of scheme namely with "**DARSHANAM WATERLILY**". The association is to be formed and the said proposed association will be manage all the facilities and the administrative expenses also will be borne by proposed Association.
17. All the facilities of Club House and Common Amenities etc. have been given common between only members of **Flats and Villa** of scheme namely with "**DARSHANAM WATERLILY**", hence neither any member nor the group of members from **Flats and Villa** the schemes permitted to separate demanding any common facilities of club house between only members of **Flats and Villa** of scheme namely with "**DARSHANAM WATERLILY**" and No Any disputes, claims, grievances from any member [**Flats and Villa**] or any group will arise in the future for this common facilities and or common club house.

FIRST SCHEDULE ABOVE REFERRED TO
(Description of Said Property)

That land being situated in the Registration Dist. and Sub. Dist. **Vadodara** within village moje **VADSAR** bearing **Survey / Block No 759 paiki 1, adm. 9695.40 Sq. Mt. Land and Survey / Block No. 759 paiki 2, adm. 9695.40 Sq. Mt. making total adm. 19390.80 Sq. Mt. land as per Plot Validation** has a plan called as **"DARSHANAM WATERLILY"** has been organized, AND out of this below mentioned property having measurement and has been sold to you:

Wing / Tower	Floor	Flat / Shop No.	Carpet Area (Sq. Mt.)	Exclusive Balcony Area (Sq. Mt.)	Exclusive Wash Area (Sq. Mt.)	Exclusive Open Terrace Area (Sq. Mt.)	proportionate undivided land area (Sq. Mt.)

AND OR

Villa No.	Plot Area (Sq. Mt.)	Built Up Area (Sq. Mt.)	Carpet Area (Sq. Mt.)	proportionate undivided land area (Sq. Mt.)

East :
West :
North :
South :

IN WITNESS WHEREOF the parties hereto have put their respective hands and the seal on the day and year first herein above mentioned.

EXECUTOR / LAND OWNER / PROMOTER / FIRST PART :

SHRI GANESH CONSTRUCTION

Represented through its designated Partner

DHRUV GIRISH GARG

WITNESSES

PROPERTY PHOTO

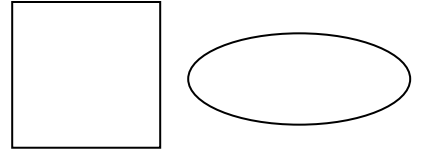
"DARSHANAM WATERLILY", Ahead of Dream Aatman,
Nr. Vadsar Brudge, Vadodara

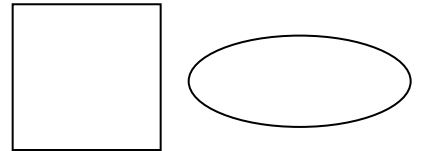
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**According to Schedule Under Registration
Act, 1908 - Section 32 (A)**

EXECUTEE / PURCHASER / ALLOTTEE / SECOND PART :

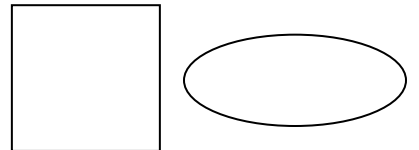




EXECUTOR / LAND OWNER / PROMOTER / FIRST PART :

SHRI GANESH CONSTRUCTION

Represented through its designated Partner



DHRUV GIRISH GARG