

“UTKARSH RESIDENCY”
RESIDENTIAL APARTMENT NO. __/____
SALE DEED

THIS SALE DEED IS EXECUTED at Rajkot on this ____ day of _____, **2021**,
BETWEEN

UTKARSH TRANSPORT PRIVATE LIMITED, (PAN: AACCU 2397 P), a company incorporated under the Companies Act, 2013 with corporate identification number CIN: U60221TG2018PTC124102 and having its Registered Office at JSW Cement Limited, Babukhan Millenium Centre, 6-3-1099/1100, No. 702, A Block, Somajiguda, Hyderabad-500 —082, Telangana, represented through its Authorised Signatory :- **Mr.** _____, (**Aadhar No** _____), hereinafter referred to as the “**Owner / Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Partners, successors-in-interest, executors, administrators and permitted assignees) of the **FIRST PARTY**.

AND

(1) _____, PAN No. _____, Aadhar No. _____, aged about : ____ Year, Occupation : _____ and

(2) _____, PAN No. _____, Aadhar No. _____, aged about : ____ Year, Occupation : _____, Both Hindu by Religion, both residing at : _____, hereinafter referred to as "the **Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PARTY**.

WHEREAS:

A. All that piece and parcel of Non-agricultural Use land bearing Revenue Survey No 51p2/p2/p1 of Village Ronki, together with all that piece or parcel of the undivided land admeasuring 2295.31 sq. mtrs., upon which Wings A, B, C and D are constructed, including the proportionate undivided right, title and interest of the said Flats and Shops in the Common Plot admeasuring 486.59 sq. mtrs. and in the common amenities and common areas, situate, lying and being on the land admeasuring 4856.40 sq. mtrs., situated, lying and being at Moje Ronki, Taluka Rajkot, in the Registration District of Rajkot and Sub District of Rajkot Zone-2. (Hereinafter referred to as “**the Said Land**”). The Said land was acquired by the Owner / Promoter vide Sale Deed vide **Sr. No. 2486, dated 01/02/2020** at the office of the concerned Sub- Registrar of Rajkot-2 and Rectification Deed vide **Sr. No. 11407, dated 30/09/2021** at the office of the concerned Sub- Registrar of Rajkot-2.

B. The name of the Owner/Promoter has been mutated in Village Form No. 2 for the Said Land.

A.

AND WHEREAS:

B.C. In pursuance of the aforesaid Registered Sale Deed, the Owner / Promoter is seized and possessed of the said Land with entitlement to all unsold flats/shops being 74 Flats and

17 Shops of Wings A, B, C and D which are part of the project known as Jasani Residency buildings thereon;

~~E.D.~~ The Owner / Promoter has earmarked the said undivided land for the purpose of building a Residential Project comprising Four (04) Buildings (Blocks) i.e., **Block “A, B, C and D”**. The Project is named as **“UTKARSH RESIDENCY”**. The said Residential Project is hereinafter referred to as **"the Project"**; The Project details is hereinafter referred below :

Blocks	A	B, C	D
Ground Floor	17-Shops, Parking, 1-Lifts, Stairs	Parking, 1-Lifts, Stairs	Parking, 1-Lifts, Stairs
1 st Floor to 4 th Floor	4-Apartments on each Floor	4-Apartments on each Floor	4-Apartments on each Floor
5 th Floor	2-Apartments on each Floor	2-Apartments on each Floor	4-Apartments on each Floor
Total :	74 Flats and 17 Shops		

~~D.E.~~ The Hon’ble District Collector, Rajkot converted the said land from Agricultural Land into Non Agricultural Land by his / her order No.: NA/Lerekok/65/Case No 316/2010-11 dated 01/07/2011.

~~E.F.~~ The Rajkot Urban Development Authority has granted the revised commencement certificate to develop the Project vide approval dated **20/02/2020** and **Permission No.Ruda/Tech/Dev/Ronki/871/11A/1134** (for Blocks A to D).

~~F.G.~~ The Owner / Promoter has obtained sanction/approval of the final plans for the Project from Rajkot Urban Development Authority and accordingly the Owner / Promoter has commenced the work of construction and development of the Project.;

~~G.H.~~ The Owner / Promoter has got most of the approvals from the concerned local authorities, municipal corporation and/or Government, as required by law, pertaining to the plans, the specifications, elevations, sections of the Project and ~~shall~~ **has** obtained the balance approvals from various authorities from time to time, so as to obtain Building Use Permission for the Residential Project.;

~~H.I.~~ While sanctioning/approving the plans the concerned local authority, municipal corporation and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner / Promoter while developing the Project. Upon due observance and performance of the said terms, conditions, and stipulations etc. the Building Use Permission in respect of the Project shall be granted by the concerned authority, corporation and/or Government.

~~I.J.~~ The Owner / Promoter has got the project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar vide Registered No. PR/GJ/RAJKOT/RAJKOT/OTHERS/RAA_____/_____, dated __/__/2021; The registration certificate is annexed at Annexure-C to this Deed;

~~J.K.~~ Thereafter upon completion of the construction of the Project as per the approved plans, the Rajkot Urban Development Authority has issued Building Use Permission dated _____ vide No._____.

~~K.L.~~ By virtue of absolute ownership and possession of the Project, the Owner / Promoter has the sole and exclusive right to sell the Residential Apartments of the Project constructed upon the Said Land and to enter into agreement(s) with the allottee(s) of the Residential Apartments and to receive the sale consideration in respect thereof;

N. The Allottee applied to the Owner / Promoter for allotment of **Apartment No.** _____, having **RERA Carpet Area** admeasuring _____ **sq. meters** along with area of exclusive balcony _____ **sq. meters** & Kitchen balcony _____ **sq. meters** (i.e., Built Up Area of _____ **sq. meters** as per the approved plans) on _____ **Floor** in the **Block “_”** of the Project known as **"UTKARSH RESIDENCY"** constructed upon the said Land (hereinafter referred to as **"the Apartment"** along with right to use parking space [four wheeler/ two wheeler] bearing No. _____ in the ground floor of the Block No. _____, more particularly described in **Schedule-A**). The authenticated Floor Plan of the Apartment & Layout Plan of the Project are respectively annexed as Annexure-A & Annexure-B to this Deed;

O. Upon approach of the Allottee/s, the Owner / Promoter agreed to sell "the Apartment" to the Allottee/s at or for the total sum or consideration of **Rs. _____ .00 (Rupees _____ Only)** (hereinafter called "the **Total Price**") and upon terms - conditions which was agreed by the Allottee/s. **The Apartment** includes Balcony having Carpet Area of _____ **sq. mtrs.** and a Kitchen Balcony (Wash Area) having Carpet Area of _____ **sq. mtrs.** It also includes the undivided proportionate share of _____ **Sq. Mtrs.** in the land underneath the said scheme.

P. Pursuant to the aforesaid the Owner / Promoter and the Allottee entered into Agreement for Sale duly registered in the office of Sub Registrar of Rajkot-Zone 2 vide Sr. No. _____, dated ____/____/20____. Terms and Condition should be remain both party.

Q. "The **Total Price**" for the Apartment includes the price of the Apartment and proportionate price of the common areas, price of the exclusive balconies/wash area forming part of the Apartment and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities, The break-up of the consideration is as under :

Apartment No. _____

_____ Bedrooms, a Hall and a Kitchen

_____ nd Floor

Carpet Area : _____ sq. mtrs.

Total Rs. _____ .00 (Rupees _____ Only).

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards "the Apartment";
- (ii) The Total Price above Excludes Taxes (consisting of tax paid or payable by the Promoter by GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of "the Apartment";
- (iii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees and all other government levies taxes & duties will be paid & borne by the Allottee and not included in the Total Price; (iv) The Total Price above excludes maintenance deposit, maintenance expenses, Extra Work Cost (if any) to be

borne by the Allottee and not included in the Total Price. The Total Price above includes PGVCL – RMC – Legal charges.

- (iv) That the Allottee shall be liable to pay the applicable TDS to the Income Tax Department, if not remitted upon deduction from the amount paid as consideration.
- R. The RERA Carpet Area of “the Apartment” is _____ **square meters** [RERA Carpet Area excludes Balcony and Kitchen Balcony (Wash Area)] and "RERA Carpet Area" means the net usable floor area of “the Apartment”, excluding the area covered by the external walls, areas under service shafts but includes the area covered by the internal partition walls of “the Apartment”.
- S. At the request of the Allottee, the Owner / Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Owner / Promoter's Engineer **Mr. Kirit Dodiya** and Structure Engineer **Mr Bipin Adhiya** and of such other documents as are specified under the Act and Rules and Regulations made thereunder and the Allottee is satisfied with the same;
- T. The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Owner / Promoter, Extract of Village Forms II, VI, VII and XII and other relevant revenue records showing the nature of the title of the Owners to the Said Land on which the Project is being constructed have also been inspected and the Allottee is satisfied in respect of the same;
- U. The authenticated copies of lay-out plans sanctioned / approved by the local authority, municipal corporation and/or Government have also been inspected by the Allottee.
- V. That as agreed, the Allottee has paid "the **Total Price**" for the purchase of the said property to the Owner / Promoter as under:
- Rs._____.00 Rupees_____only paid by the Allottee to the Owner / Promoter by Cheque No._____, dtd.____.____.2021 drawn on _____ Bank,_____Br.
- Rs._____.00 Rupees_____only paid by the Allottee to the Owner / Promoter by Cheque No._____, dtd.____.____.2021 drawn on _____ Bank,_____Br.
- Rs._____.00 Rupees_____only paid by the Allottee to the Owner / Promoter by Cheque No._____, dtd.____.____.2021 drawn on _____ Bank,_____Br.
- Rs._____.00 (Rupees_____Only).**
- * Owner / Promoter confirms the receipt of “The Total Price” subject to realization of cheques.**
- W. The Allottee has now requested the Owner / Promoter to execute a Sale Deed for the said property in favour of the Allottee herein. AND the Owner / Promoter at the request of Allottee have now agreed to execute a Sale Deed in favour of the Allottee in respect of the said property, which is more particularly described in the Schedule-A hereunder at and for Total Price of **Rs._____.00 (Rupees_____Only)** in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. In pursuance of the aforesaid Deed, and for a full and final consideration of the sum of **Rs. _____ .00 (Rupees _____ Only)** paid on or before the execution of these presents by the Allottee to the Owner / Promoter (the payment and receipt whereof the Owner / Promoter hereby admits and acknowledges thereof from the same and every part thereof for-ever acquit, release and discharge the Allottee), the Owner / Promoter doth hereby grant, sell, assign, release, convey and transfer unto the Allottee for-ever the said property, together with all fittings, fixtures, electric supply, electric service, Water supply, drainage and all other essential services and also with paths, passages, water sources, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, member and appurtenances and together with the rights of using the common facilities of the Project and together with all those proportionate and undivided rights in or upon the common amenities in the Project **"UTKARSH RESIDENCY"** belonging to or in any way appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed by the Owner / Promoter or reputed nor known as part and parcel or members thereof to be appurtenant thereto ALSO together with all the deeds, documents, writings, vouchers and other rights, title relating to said property or any part thereof AND ALL the estate, right, title, interest, use, inheritance, property, benefit, claim and demand whatsoever, both at law and equity of the Owner / Promoter into or upon the said property or any part thereof TO HAVE AND TO HOLD the said property and the said property or any part thereof hereto granted, sold, conveyed, released and assured or intended so to be with its and every of its rights, titles and appurtenances UNTO and to the use and benefit of the Allottee, for-ever subject to the payment of rents, taxes, assessments, rates, and duties in relation to the period from the date of the execution hereof and which may hereafter be assessed or chargeable upon the same or which may from the date of these presents become payable in respect thereof for the Project **"UTKARSH RESIDENCY"** or to the State of Gujarat or Rajkot Urban Development Authority, or any other local body or bodies.
2. ~~AND~~ the Owner / Promoter doth hereby for themselves and ~~their-its~~ office bearers, ~~Legalheirs, Administrators, Executors,~~ Successors ~~&-and~~ Assigns covenant with the Allottee that notwithstanding any act, deed, matter, or thing whatsoever by ~~THE-the~~ Owner / Promoter or any of them or any person or persons lawfully or equitably claiming by from through under or in trust from them made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Owner / Promoter now have for themselves, good right, full power and absolute authority to grant, sell, convey, release and assure the said property hereby granted, released or assured or intended so to be UNTO and to the use of the Allottee in the manner aforesaid. AND the Allottee shall and may at all times hereafter peacefully and quietly enter upon or occupy, possess and enjoy the said property, privileges and benefits of the "said property" and receive the rents, issues, profits and benefits thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Owner / Promoter or any person or persons lawfully or equitably claiming or to claim by from under or in trust for it or any of them AND that free and clear and freely and clearly and absolutely acquitted exonerated released and for-ever discharged, or otherwise by the Owner / Promoter well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estates, titles, charges, encumbrances, whatsoever either already or hereafter made executed, occasioned or suffered by the Owner / Promoter or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them and or any of them. AND FURTHER that the Owner / Promoter and all persons having lawfully or equitably claiming any estate right title or interest at law or in equity

whatsoever in the said property hereby granted conveyed transferred and assured or any part thereof by from under or in trust for the Owner / Promoter, their heirs, executors, successors and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Allottee do and execute or cause to be done and executed all such further and other acts, deeds, things, evidences, conveyance and assurances in law whatsoever for the better and more perfectly and absolutely assuring the said property and every part thereof UNTO and to the use of the Allottee in the manner aforesaid as shall or maybe reasonably required by the Allottee, his/her/their/its successors in titles or assignee or his/her/their/its counsel in law for assuring the said property and every part thereof hereby granted conveyed transferred and assured unto and to the use of the Allottee in the manner aforesaid.

3.2.

THIS DEED FURTHER WITNESSETH AS UNDER:

1. As the Building Use Permission is issued by the Rajkot Urban Development Authority, the Owner / Promoter have handed-over the physical possession of the said property to the Allottee.
2. That the Owner / Promoter has incorporated “_____Co-Op. Housing Service Society Limited” (registered under The Co-Operative Societies Act, 1961 vide Registration No._____, dtd._____) for the purpose of maintenance and upkeep of the Project including common parts and elements and the Allottee shall co-operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the purpose. The Allottee shall subscribe and contribute towards costs and expenses incurred for formation of Maintenance Society on pro-rata basis of the sizes of their individual ~~Units~~units of **Blocks A to I**. And the Allottee shall co -operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the purpose.
3. And the Allottee agrees to become a member of and observe the rules, framed from time to time by the Owner / Promoter / Maintenance Society for quiet and peaceful enjoyment of the said Units/Project, whereby the Project remain a decent Project. And the Allottee shall proportionately liable and accept the payments made by the Owner / Promoter on account of the common expenses and other outgoing expenses with effect from the date of Building Use Permission and Allottee shall pay to the Owner / Promoter / Maintenance Society, the non-refundable maintenance on proportionate basis on demand as and when required.
4. The Owner / Promoter shall hand over the charge of maintaining the common amenities to the Maintenance Society. And the Owner / Promoter shall handover the charged of common use land as well as common use area of the Project (except the charge of maintaining the aforesaid common amenities) to the Maintenance Society within Three (03) months from the date of B.U. Permission.
- ~~5.~~ That the interest accrues from the investment of Maintenance Deposit till handing over the said Maintenance Deposit to the maintenance society will be used / spent by the Owner / Developer, in the payment of recurring expenses of maintenance of the project.
- ~~6.~~5. and neither the Allottee nor the Maintenance Society shall claim the amount of the said interest from the Owner / Developer and also shall not raise any objection for the same.

- ~~7.6.~~ No individual / independent Allottee or group of Allottees will form any other Ad-Hoc-Committee, Holding Organization or Maintenance Society / Company, other than the one formed by the Owner / Promoter nor will the Owner / Promoter be obliged to recognize one, if at all formed, despite this restriction, unless the same has the 100% collective mandate of all the Allottees.
- ~~8.7.~~ That the Allottee from the date of execution of this Sale Deed shall pay all the outstanding and out going towards the Government and Semi-Government Taxes, Local Authority Taxes including Municipal Property Taxes, Electricity Bill of PGVCL, RMC Drainage Charges, Water Tax, Gas Usage Charges etc. and all other amounts payable in connection of the said property.
- ~~9.8.~~ The Allottee shall at his/her/their/its own costs, charges and expenses mutate the said property in his/her/their/its name as absolute owner and occupier in all the government & semi-government records as well as in the records of Local Authority & PGVCL, and the Owner / Promoter indemnifies that whenever for the same if their sign, affidavit, bond, declaration or any other document is required it will fully co-operate from time to time.
- ~~10.9.~~ The Allottee agrees that all the rules, regulations and by-laws of the Maintenance Society formed by the Owner / Promoter for the purpose of maintenance and upkeep of the Project, shall be applicable and binding to him / her / them and he / she / they will perform his / her / their part of obligations and will also become member of said **MAINTENANCE SOCIETY**.
- ~~11.10.~~ The Allottee shall have no right in and shall not use the common areas either for parking of cars or other motor vehicles or two wheelers or otherwise and all the other common areas not required by the Allottee for ingress to and egress from the said property as otherwise expressly conveyed and agreed or expressed so as to belong to the Allottee.
- ~~12.11.~~ In case of the Allottee or its transferee / assignee desires to let-out the said Property on Lease / Leave & License basis, shall not be entitled to do so without taking the prior written consent of the **MAINTENANCE SOCIETY**. And if the **MAINTENANCE SOCIETY** finds any such kind of usage, shall become entitled to evacuate such users from the said property without any prior intimation / permission.
- ~~13.12.~~ Only the Allottee shall be responsible for the repayment of loan, if any taken by the Allottee from any financial institution for financing the purchase of the said property. The Owner / Promoter shall not have any liability or responsibility in this regard.
- ~~14.13.~~ The Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owner / Promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- ~~15.14.~~ 14.14. That the Allottee will not conduct any illegal activities or malpractice barred by any provision or law of India in the “said property” and if found guilty for the same the Allottee solely will be held responsible for the said offences.
- ~~16.15.~~ 15.15. To allow the Owner / Promoter or its representative and/or the representatives of maintenance company/society with/without workmen, to enter into the said property for the purpose of maintenance and repairs with prior notice.
- ~~17.16.~~ 16.16. To be proportionately liable and accept the payments made by the Owner / Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of the said property whichever is earlier including the rates and taxes for and/or in respect of the Project including common parts/area to be paid by the Owner / Promoter out of the non-refundable maintenance expenses and further more to be wholly liable and responsible for payment of the Municipal/local body rates and taxes for the said property from the date of completion or date of possession, whichever is earlier, and pay the same to the Owner / Promoter / Ad-Hoc Committee / Maintenance Society as the case may be on proportionate basis on demand, till such time the Mutation of individual Units are completed and/or individual Allottees are assessed separately.
- ~~18.17.~~ 17.17. In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Owner / Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Owner / Promoter and / or Maintenance Society as the case may be towards such liability.
- ~~19.18.~~ 18.18. To be liable and responsible for direct payment of electricity, gas, water etc. and other utilities consumed in or relating to the said property wholly and proportionately in relation to common parts & facility which shall be paid by the Maintenance Society.
- (a) The Owner / Promoter reserves the right to administrate the Parking Discipline and Parking Facility of the entire Project as the Owner / Promoter may deem fit at its sole discretion. And none of the Unit Holder of the said Project or their transferees / assignees etc. will be entitled to raise any objection against such administration.
- (b) That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as regarding any of the covenants agreed under this Deed. Furthermore, all the terms and conditions as well as all the bindings / undertakings of such documents signed by the Allottee shall be binding upon the transferees / assignees / successors / tenants and future owners and occupiers and users of the said Property.
- ~~20.19.~~ 19.19. All deposits, payments for common purposes, taxes, mutation fees and all other outgoing shall be made to and kept with the Maintenance Society.
- ~~21.20.~~ 20.20. The Owner / Promoter from time to time may change, alter, add to or modify the Rules of the Maintenance Society and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Apartments by their respective Owners or for the mutual benefit of the Co- Owners.
- ~~22.21.~~ 21.21. The Allottee shall be proportionately liable and accept the payments made by the Owner / Promoter on account of the common expenses and other outgoing expenses

with effect from the date of completion or date of possession of the Apartments whichever is earlier including the rates and taxes for and/or in respect of the said Project and further more to be wholly liable and responsible for payment of the Municipal/Local Body rates and taxes for the said Unit from the date of completion or date of possession, whichever is earlier, and pay the same to the Owner / Promoter / Maintenance Society as the case may be on proportionate basis on demand, till such time the Mutation of individual Units are completed and/or individual Allottee is assessed separately.

~~23.~~22. It is agreed that the Project is carried out in the said undivided land and is part of other project and shall form a part of and/or linked/combined with other project named JASANI RESIDENCY in its vicinity or otherwise for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project together with the rights, interest of common plot. Details of the Amenities are provided at Annexure-D attached herewith.

~~24.~~23. The Owner / Promoter shall not have any claim over F.S.I., additional F.S.I and Terracerights , undivided share and common area after building use permission has been obtained. such rights if any will be enclosed by the society of Buyer.

~~25.~~24. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands "the Apartment" may come, hereby covenants with the Owner / Promoter as follows :-

- a) In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Owner / Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Owner / Promoter.
- b) To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said unit wholly and proportionately in relation to common parts which shall be paid by the Maintenance Society.
- c) Not to subdivide the said unit, servant quarter and/or parking space, if allocated, or any portion thereof.
- d) Not to do any act deed or thing to obstruct the construction and completion of the said Unit/Building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said unit.
- e) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Building including common areas etc. except in the garbage bin provided for.
- f) Not to discharge into any conducting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting medial or drainage of the said Scheme.
- g) Not to cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- h) Not to damage or demolish or cause to be damaged or demolished the said unit and/or the fittings & fixtures affixed thereto or any part thereof at any time.

- i) Not to close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows , including grill of the said unit which in the opinion of the Owner / Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Allottee shall require to put grills on the exterior part of his/her/its unit, the design of the same shall be approved by Owner / Promoter in advance but in no event the Allottee shall install any box type grills.
- j) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the Building or cause increased premium to be payable in respect thereof, if the Building is insured.
- k) Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Unit except with the prior approval in writing of the Owner / Promoter and with the sanction of Rajkot Urban Development Authority and/or concerned authority.
- l) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- m) Not to fix or install any antenna on the roof or terrace of the said Scheme nor shall fix any window antenna except the demarcated area provided by the Owner / Promoter.
- n) Not to install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Owner / Promoter.
- o) Not to use the said unit or permit the same to be used for any purpose other than residential viz. for commercial use and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring units/premises or for any illegal or immoral purposes or as boarding house, guest house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place whatsoever. Not to use the said Unit or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys or Diagnostic Laboratory or Chamber either for a Doctor or a Nursing Home or for any other purpose without the consent of the Owner / Promoter. Not to keep in the parking space, if allotted, anything other than private motor car or motorcycle and shall not raise or put up any kutchha or pucca construction thereon or part thereof and shall keep it always open as before. Dwelling or staying by any person or blocking by putting any article shall not be allowed in the car parking space.
- p) Not to park car scooter or any vehicle on the pathway or open spaces of the Building or at any other place except the space allotted in writing for car / scooter or any other motor vehicle parking.
- q) Not to keep or store in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable, radio active or explosive or which might increase the risk of fire or explosion or in any way injure by percolation,

corrosion or otherwise save as may be normal and compatible with good class residential Building.

- r) To abide by such rules and regulation as may be made applicable by the Owner / Promoter before the formation of the holding organization and/or adhere to the building organization after it is incorporated to comply with and/or adhere to the buildings and regulations of such holding organization.
- s) The Allottee shall not be entitled to grant lease / leave & license / concession / right of any other nature or type for installing of Bill Board / Microwave Antenna, Communication Tower over the roof of lift machine room / overhead water tank, stair cabin and if any such activity is found the Owner / Promoter shall be entitled to remove every article from the terrace without giving any opportunity and in such case neither the member nor the transferee / assignee / allottee shall be entitled to claim any damages / compensation for any damages may occurred during removal of all the articles from the terrace.
- t) To maintain “the Apartment” at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of “the Apartment” is taken and shall not do or suffer to be done anything in or to the building in which “the Apartment” 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 Apartment” is situated and “the Apartment” itself or any part thereof without the consent of the local authorities, if required.
- u) Not to store in “the Apartment” 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 Apartment” 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 Apartment” is situated, including entrances of the building in which “the Apartment” is situated and in case any damage is caused to the building in which “the Apartment” is situated or “the Apartment” on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- v) To carry out at his own cost all internal repairs to the said Apartment and maintain “the Apartment” in the same condition, state and order in which it was delivered by the Owner / Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which “the Apartment” is situated or “the Apartment” which may be contrary to the rules and regulations and byelaws 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.
- w) Not to change or cause to change the name of the Project- **‘UTKARSH RESIDENCY’** under any circumstances.

26.25. The Allottee shall not be entitled to transfer or assign the said property without prior written consent of the Owner / Promoter and / or Maintenance Society. Such transfer / assignment can be made subject to the payment of the Assignment Fees to the Owner

/ Promoter for such transfer / assignment being made to Third Party at the sole discretion of the Owners.

~~27.~~26. The Owner / Promoter shall be entitled to all future vertical and horizontal exploitation of the Project and/or the said premises by way of additional construction or otherwise and for the purpose has and may acquire neighboring or adjoining properties and extend the common services and facilities provided herein, including ingress and egress through this Building to such acquired neighboring or adjoining /adjacent properties including ingress and egress through such adjoining /adjacent properties/premises.

~~28.~~27. **Responsibility of the Lifts :**

- (i) That the Owner / Promoter shall provide appropriate lifts of reputed manufacturers in all the buildings / blocks of the Project as per the approved plan.
- (ii) And the maintenance of the said lifts shall be handed over to the Maintenance Society which is going to be managed by the members of the Project. The Owner / Promoter shall obtain appropriate licenses for usage of such lifts from the concerned authorities and keep the licenses renewed and maintained till handing over the maintenance to society. After that, the members shall be liable to renew and maintain the said licenses. And after such hand-over of the Maintenance, the Owner / Promoter shall not be responsible for the Maintenance / up-keeping of the said lifts or licenses.

~~29.~~28. **Structural Safety :**

Members of “**UTKARSH RESIDENCY**” shall arrange periodic inspection by the concerned authority at intervals of every Fifteen Years from the date of Submission of the First Report (B.U.). The concerned authority shall inspect the building to ascertain and certify to the Competent Authority, that the Building’s structural stability has not been compromised due to lack of adequate maintenance along with a Structural Inspection Report.

~~30.~~29. **DEFECT LIABILITY**

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Owner / Promoter any structural defect in the Apartment or the building in which the Apartment are 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 Owner / Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Owner / Promoter 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 Owner / Promoter or are beyond the control of the Owner / Promoter; or
- b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or \
- c. Owner / Promoter shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers of the supplier; or
- d. In case where guarantees and warranties are provided by the product suppliers or service vendors, the same shall be extended to the Allottee and to honour such warranties 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 Apartment / Building and if the annual maintenance contracts are not done / renewed by the Allottee / Maintenance Society, the Owner / Promoter shall not be responsible for any defects occurring due to the same; or

- e. If the Maintenance Society or the individual Purchaser do not adhere to maintenance schedule as prescribed by the manufacturer / Owner / Promoter.
- f. If the Allottee has defaulted in any or its representations or warranties as mentioned in this Deed.
- g. The Allottee shall not carry out any alterations of any nature in the said Apartment which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the Owner / Promoter then the defect liability automatically shall become void.
- h. Casualties / Damages due to power fluctuations / variations by Electricity Authority will not be covered by the Owner / Promoter. It is recommended to install individual stabilizer by each allottee as per their usage.
- i. If any damage occurs due to fire at any part of the project due to any reason.

31.30. SEVERABILITY

If any provision of this Deed 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 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 thereunder 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.

32.31. 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, thereunder.

33.32. It is clearly accepted by the Allottee that the Owner / Promoter shall not be liable to repair the seapaging, leakage, plumbing faults, plaster cracks whichever may occur dueto natural recourses and the Owner / Promoter shall not be liable to repair the structuraldefect if such defect has been occurred due to the structural or any other construction related modification work conducted by the allottee or by the owner – occupier of his /her neighbouring premises.

34.33. The Owner / Promoter hereby indemnifies to the Allottee that the right-titles of the saidproperty are Clear, Marketable, Saleable and free from all encumbrances. There is no charge, interest or encumbrances, in upon, to or on the said property of any nature whatsoever or any person whomsoever including by way of sale, mortgage, gift,

exchange, leave and license basis, care-taker basis, easement rights, trust, benami, partnership, or otherwise.

~~35.~~34. The Owner / Promoter has delivered the photo-copies of all requisite deeds and papers regarding the title of the said property to the Allottee. And the Allottee has satisfied himself / herself / themselves / itself to the best of his / her / their / its satisfaction.

~~36.~~35. The said property is not covered under disturbed area of Rajkot City, as listed under the Government Gazette and therefore no prior permission of the Collector, Rajkot for the transfer of the said property is required to be obtained.

~~37.~~36. It is declared that **Mr. ____** (Authorised Signatory of the Owner / Promoter) has been empowered by the said Company to sign and execute all transfer deeds (which includes agreement to sale, sale deeds, deeds of conveyance etc.), thereby he has signed the said Deed of Conveyance on behalf of the Owner / Promoter Company.

~~38.~~37. All stamp duty, registration charges, Government Levies, Taxes & Duties, Advocate Fees and other incidental expenses and/or in relation to conveyance of the said Unit and for obtaining approval and consent necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto has been and shall be borne and paid by the Allottee.

SCHEDULE 'A'

Residential Apartment No. _____, having carpet area admeasuring _____ **sq. meters** along with area of exclusive balcony _____ **sq. meters** & Kitchen balcony _____ **sq. meters** (i.e. Built Up Area of _____ **sq. meters** as per the approved plans) on **floor** in the **Block " _ "** of the scheme known as **"UTKARSH RESIDENCY"** together with the undivided proportionate share in the land underneath the said Project along with right to use _____ parking space [four wheeler/ two wheeler] bearing No. _____ in the ground floor of the Block No. _____ and also proportionate share in the common amenities and facilities in the said Project, constructed on all that piece or parcel of the undivided land admeasuring 2295.31 sq. mtrs., upon which Wings A, B, C and D are constructed, including the proportionate undivided right, title and interest of the said Flats and Shops in the Common Plot admeasuring 486.59 sq. mtrs. and in the common amenities and common areas, situate, lying and being on the land admeasuring 4856.40 sq. mtrs., bearing Revenue Survey No 51p2/p2/p1 of Village Ronki, situated, lying and being at Moje Ronki, Taluka Rajkot, in the Registration District of Rajkot and Sub District of Rajkot Zone-2 and bounded :

On the East :-

On the West :-

On the North :-

On the South :-

Sign of Owner / Promoter :

Sign of Allottee :

Sign of Owner / Promoter :

Sign of Allottee :

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year above written.

SIGNED AND DELIVERED BY THE

within named Vendor **UTKARSH TRANSPORT**

PRIVATE LIMITED through its Authorized

Signatory Shri_____ (duly authorised by

Board Resolution dated in the presence of:

1.

2.

ANNEXURE-A

FLOOR PLAN OF THE APARTMENT AS PRESCRIBED

ANNEXURE-B

LAYOUT PLAN

ANNEXURE-C

**(PHOTO COPY OF THE RERA REGISTRATION CERTIFICATE GRANTED
BY AUTHORITY UNDER GUJRERA ACT, 2016.)**

ANNEXURE-D

(SPECIFICATION AND AMENITIES FOR APARTMENT)

Schedule under sec. 32 (A) of The Registration Act :-

OWNER / PROMOTER

UTKARSH TRANSPORT PRIVATE LIMITED,

represented through its Authorised Signatory :-

Mr. _____

ALLOTTEE

(1) _____
(2) _____