

CONVEYANCE DEED

Unit Number : -
«Unit_No»

«Customer_1»

«Customer_2»

CONVEYANCE DEED

THIS DEED OF CONVEYANCE ON SALE made at Sanand on this _____ date BETWEEN;

Pacifica (India) Projects Private Limited, (PAN No: AADCP7522N),
a Company formed and registered under the Companies Act, 1956, with
the Registrar of Companies, Ahmedabad, Gujarat State, having its
registered office at 33, Amrapalash Bungalow, B/h. Fun Republic,
Ramdevnagar, Ahmedabad-380015, hereinafter referred to as the
“**DEVELOPER**” (which expression shall and mean include its successors and
permitted assigns) being party of the **First Part**;

AND

«Customer_1» (PAN: «PAN_1»)

«Customer_2» (PAN: «PAN_2»)

Address: «Address», adult(s), Indian Inhabitant(s), hereinafter called the **"PURCHASER"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include (in case of individual) his heirs, legal representatives, executors and successors, (in case of HUF) its members as at present and from time to time, and their respective heirs, executors and successors, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner, (in case of Company) its successors and permitted assignees) **of the Second Part.**

The **DEVELOPER**, and the **Purchaser** shall hereinafter be either jointly referred to as **"Parties"** and/or individually as a **"Party"**.

AND WHEREAS the Developer is seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of the land being Non-Agricultural land for residential use purpose undivided admeasuring about **10,334 Sq. Mts. Of Revenue Survey/Block No.40, T.P.S. No: 404/A of F.P. Nos: 40/I situated**, lying and being at Mouje **Sanathal**, Taluka Sanand in the Reg. Dist. of Ahmedabad and Sub-Dist. of Sanand, more particularly described in the FIRST SCHEDULE hereunder written (Hereinafter referred to as the said **"Land"**).

AND WHEREAS the Developer has evolved a residential project on the said land, known as **"AMARA"**, consisting of residential apartments, apartments and / or apartments registered with RERA vide registration no.

_____.

AND WHEREAS N. A. permission for Residential use purpose bearing **Final plot No. 40/I** admeasuring about **10,334 Sq. Mts.** is granted by District collector, Ahmedabad vide order No. **CB/LAND-I/N.A./S.R./1742/2016** on **11-07-2017.**

AND WHEREAS the development plans for the same have been sanctioned by Ahmedabad Urban Development Authority (AUDA) as per its Development Permission, dated **17th July, 2020** having No: **PRM/23/2/2020/181** (Hereinafter referred to as the **“Development Plans”**, which expression shall mean and include any variations, amendments, modifications or changes therein from time to time as envisaged or provided hereafter or otherwise).

AND WHEREAS the Prospective Purchaser herein has desired to purchase, and for the purpose to reserve for them, the premises, being Apartment No. _____ on _____ Floor, consisting of “Carpet Area” as defined under the Real Estate (Regulation and Development) Act, 2016 admeasuring about _____ Sq. Mts. (equivalent to _____ Sq. Fts.), and balcony area admeasuring about _____ Sq. Mts. (equivalent to _____ Sq. Fts.) and wash area admeasuring about _____ Sq. Mts (equivalent to _____ Sq. Ft), all totaling to _____ Sq. Mts. (equivalent to _____ Sq. Fts.) area with _____ Parking of the building known as **“AMARA”** (Hereinafter referred to as the said **“Apartment”**), more particularly described in the second schedule hereunder written (Hereinafter collectively referred to as the **"Said Premises"**).

Under Section 13 of the said Act, The DEVELOPER has executed an Agreement for Sale dated: _____ registered before the Sub-Registrar at _____ of serial no. _____ dated _____ of said apartment with the Purchaser/s, being in fact these presents and also registered said Agreement under the Registration Act, 1908;

AND WHEREAS the common development, erection, and installation of the infrastructure of the Scheme, common amenities and facilities are completed. The development and construction of the Said Apartment is complete.

AND WHEREAS THE DEVELOPER has agreed to convey the said Apartment, more particularly described in the Second Schedule hereunder written in favour of THE PURCHASER by execution and registration of proper Deed of Conveyance, and make the same more legal and perfect, and free from its any right, claim or demand.

NOW THIS INDENTURE WITNESSETH that

- A. IN CONSIDERATION OF the premises and IN FURTHER CONSIDERATION of the sum of **Rs. _____ /-(_____)** paid by THE PURCHASER to THE DEVELOPER, being the full consideration or sale price (payment and receipt whereof, THE DEVELOPER doth hereby

admit and acknowledge and of and from every part thereof forever acquit, release and discharge THE PURCHASER), THE DEVELOPER, jointly and severally, sell, grant, convey and assure unto THE PURCHASER the said **Apartment No.**_____, more particularly described in the Second Schedule hereunder written, together with proportionate undivided share in the Land, TOGETHER WITH right to use Common Infrastructure of the scheme and usually held, used, occupied and enjoyed therewith or reputed or known as part or member thereof, AND TO HAVE AND TO HOLD all and singular the said **Apartment No.**_____ hereby sold, granted, conveyed and assigned and intended or expressed so to be with their and every of their rights, members and appurtenances (Hereinafter collectively referred to as the "**Said Premises**") unto and to the use and benefit of THE PURCHASER forever and SUBJECT to the payment of all rates, taxes, GST, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Gram Panchayat, Nagar Panchayat, State of Gujarat or any other public body in respect thereof AND SUBJECT to AND THE DEVELOPER do hereby for themselves, their respective executors, administrators and assigns covenant with the Purchaser THAT notwithstanding any act, deed, matter or thing whatsoever by The DEVELOPER or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, THEY, The DEVELOPER now have in themselves good right, full power and absolute authority to give, grant, convey, and assign the Said Premises more particularly their respective share, right or interest hereby sold, granted, conveyed, assured and assigned or intended so to be unto and to the use of THE PURCHASER AND THAT it shall be lawful for THE PURCHASER 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 DEVELOPER or by any person or persons lawfully or equitably claiming by, from, under or in trust for them but subject to as stated hereafter and herein AND THAT free and clear and freely and

clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by The DEVELOPER well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estate, title, charges and encumbrances whatsoever either already or hereafter had, made, executed, occasioned or suffered by The DEVELOPER or by any other person or persons lawfully or equitably claiming or to claim, by, from, or under or in trust for it AND FURTHER THEY, The DEVELOPER having lawfully or equitably claiming any estate, right, title or interest at law or in equity in the Said Premises hereby given granted, conveyed, transferred, assured or assigned or any part thereof by, from, under or in trust for them, The DEVELOPER shall and will from time to time and at all times hereafter at the request and cost of THE PURCHASER do and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for better, further and more perfectly and absolutely granting and assuring unto and to the use of THE PURCHASER as shall or may be reasonably required by THE PURCHASER, their successors or assigns or their counsel in law for assuring the Said Premises and every part thereof hereby granted, conveyed, transferred, assured and assigned unto and to the use of THE PURCHASER in the manner AFORESAID.

- B. Further, the Developer shall transfer undivided share in entire land to the Purchaser/s for making complete and proper title in the name of Purchaser/s and for enter his/her name in the revenue records, However if in future entire common area togetherwith the land is to be required to transfer in the name of association of the Purchaser/s or the competent authority as per the said act, then in such case Purchaser/s alongwith other members of the project shall be transfer the said land in the name of Society/association and all cost shall be bear by members of the project in proportionate basis.
- C. THE PURCHASER has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with THE DEVELOPER as follows:-
 - i. The said Undivided Land and the Said Apartment sold, granted, conveyed, transferred and assigned by The DEVELOPER unto THE PURCHASER is specifically subject to the followings.

- ii. SUBJECT TO that THE PURCHASER shall participate towards formation of an association or service society of the Purchasers.
- iii. SUBJECT TO that THE PURCHASER shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations, decisions, as regards general administration and management of affairs and matters relating to common amenities, facilities, services, infrastructures and conveniences of the said project.
- iv. SUBJECT TO conditions, restrictions, provisions, stipulations and covenants contained in **Annexure “A”** hereto and on the part of THE PURCHASER confirmed, accepted, to be observed and performed, and the same shall be covenants running with the Said Premises.
- v. SUBJECT TO that THE PURCHASER shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations, decisions and resolutions of the Estate Management Company or Service Maintenance Society or any substituted Company or body or arrangement in place thereof, referred to in **Annexure “A”** hereto as regards general administration and management of affairs and matters relating to Common Infrastructures of the said project and generally of common interest and benefit of THE OWNERS and occupiers of the premises in the project.
- vi. SUBJECT TO and in general without prejudice to the rights, interests, benefits, advantages and privileges of The DEVELOPER IN RESPECT OF the said Project, in RESPECT OF its powers and authorities for disposal of the other premises thereof to other persons and RIGHTS under the said Development Agreements.
- vii. SUBJECT TO any transfer or assignment inter-vivous or by operation of law or any disposal in any manner whatsoever, of rights under these presents by THE PURCHASER or by way of transmission thereof on account of inheritance, succession or otherwise shall always operate and take effect subject to and in the manner as intended or expressed to be herein.

- D. THE DEVELOPER record having handed over the actual, physical, vacant and peaceful possession of the said Apartment to THE PURCHASER.
- E. "Carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Purchaser(/s) has verified and satisfied himself about the measurement thereof. Purchaser(/s) hereafter shall not raise any dispute, challenge or objection for the same. The Said apartment hereafter shall be at the risk, cost and consequences of Purchaser(/s) only.
- F. The Land does not fall under the Disturbed Area. Hence, provisions of Gujarat Prohibition of Transfer of Immoveable Premises & Provision for Tenants from Eviction from Premises in Disturbed Areas Act, 1991, do not apply to the same.
- G. As stated hereinabove the total consideration of the said premises is Rs. _____ /-(Rupees _____ Only) which is required to be paid by the Purchasers to The Developer. However, as per Provision / Sec 194 IA inserted by the Finance Act, 2013 w.e.f. 01-06-2013 in the Income Tax Act and as per said provision / sec. out of and from the amount of total consideration of these present, an amount of Rs. _____ /-(Rupees _____ Only) is paid after 01-06-2013 and accordingly an amount of Rs. _____ /-(Rupees _____ Only) is deducted as tax deducted at source thereon. The Purchasers assure and undertake to The Developer that they have deposited the aforesaid deducted amount, with the Central Government accompanied by prescribed challan-cum-statement as per the guideline issued by the Income Tax Department. The Purchasers have also assured The Developer that, they shall give / deliver to The Developer TDS certificate in Form 16B to the payee within 15 days from the due date of furnishing Form No.26QB. Further, in the event of the Purchasers' failure to deduct and pay the tax as aforesaid, then the Purchasers alone will be liable to pay the interest and/or penalty as also for the prosecution if any as per the provisions of the Income Tax Act 1961.

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

- H. All stamp duty, registration charges, legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by THE PURCHASER only.

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

:- THE FIRST SCHEDULE ABOVE REFERRED TO :-

All that piece or parcel of Non agricultural land for Residential use purpose undivided admeasuring about **10,334 Sq. Mts. Of Revenue Survey / Block No.40, T.P.S. No: 404/A of F.P. Nos: 40/I** situated, lying and being at Mouje. **Sanathal**, Taluka: **Sanand** in the Reg. Dist. of Ahmedabad and Sub-Dist. of Sanand.

On or towards North : 18.00 Mtr. Wide Road
On or towards South: F. P. 29
On or towards East : F. P. 39/I
On or towards West : 24.00 Mtr. Wide Road

:- THE SECOND SCHEDULE ABOVE REFERRED TO: -

ALL THAT the Flat No: _____, on _____ Floor, consisting of "Carpet Area" as defined under the Real Estate (Regulation and Development) Act, 2016 admeasuring about _____ Sq. Mts. (equivalent to _____ Sq. Fts.), and balcony area admeasuring about _____ Sq. Mts. (equivalent to _____ Sq. Fts.) and wash area admeasuring about _____ Sq. Mts (equivalent to _____ Sq. Ft), all totaling to _____ Sq. Mts. (equivalent to _____ Sq. Fts.) area with _____ Parking of the building known as "AMARA" constructed on the land more particularly described in the first schedule hereinabove written.

SIGNED & DELIVERED)
BY THE WITHIN NAMED: **THE DEVELOPER**)
Pacifica (India) Projects Private Limited)
Represented thorough it’s Authorised Signatory)
Mr. _____)

In the presence of : **Witnesses**)

1))

2))

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT.
THE DEVELOPER AFORESAID
Pacifica (India) Projects Private Limited
Through its Authorised Signatory

SIGNATURE

PHOTO

THUMB

Attach
your latest
photo here

Give your
left thumb
print using
black inkpad

Mr. _____

PROSPECTIVE PURCHASER AFORESAID

SIGNATURE

«Customer_1»

Attach
your latest
photo here

PHOTO

Give your
left thumb
print using
black inkpad

THUMB

SIGNATURE

«Customer_2»

Attach
your latest
photo here

PHOTO

Give your
left thumb
print using
black inkpad

THUMB

PHOTOGRAPHS OF PREMISES AS PER SECTION 21 OF REGISTRATION ACT

11

POSTAL ADDRESS OF PREMISES

Apartment No: _____, “AMARA”, Mouje: Sanathal, Taluka Sanand, in the Registration District Ahmedabad and Sub District Ahmedabad.

Purchaser(s)

«Customer_I»

«Customer_2»

For, THE DEVELOPER, Pacifica (India) Projects Private Limited through its Authorised Signatory

Mr. _____

Purchaser

Developer

ANNEXURE "A"

(conditions, restrictions, provisions, stipulations and Covenants confirmed, accepted, to be observed and performed by THE PURCHASER)

Re: IN THE MATTER OF Residential scheme known as "**AMARA**", on the land situate at **Sanathal (sim)**, Taluka City **Sanand**, in the Registration District **Ahmedabad** and Sub District **Ahmedabad**.

1. Purchaser (/s) has verified the title to the Said Land and has made aware him-self about all details and particulars thereof. Purchaser (/s) is satisfied about the title of the developer and has accepted the same as it is. The developer has given a copy of the Approved plan, Raja Chitthi, Development agreement, Owner registration certificate, and Purchaser (/s) has carefully inspected and studied the same and is satisfied about them. Purchaser (/s) shall not be entitled to raise any special or general requisitions on title, nor shall the developer or any of them be under any obligation to answer or satisfy the same.
2.
 - a. Purchaser (/s) in conformity with these presents as aforesaid has received from the developer the actual, physical, vacant and peaceful possession of the Said Apartment as per the agreed specifications of the Scheme.
 - b. Purchaser (/s) accepts and confirms that the Said Apartment is duly complete in all respect, and in a good, proper and complete condition with fixtures, fittings, electrical wiring and other required amenities, facilities and services as per the plans, specifications and designs seen and approved by Purchaser (/s) with additions, alterations or changes made therein, upon request made by Purchaser (/s) at his risk, cost and consequences.
 - c. Purchaser (/s) declares that he has no complaint or grievance of any nature whatsoever for the quality of construction and the materials used.

- d. Purchaser (/s) is not entitled for any running or separate details or particulars of land, construction, development, infrastructure, etc.
 - e. Purchaser (/s) has agreed that there is no delay in the execution of the work, or delay in handing over the possession of the Said Apartment, cause thereof attributable to the developer. If there were any, the same is waived or foregone by Purchaser (/s) without any further or future right or remedy.
 - f. The Said Apartment is allotted and possession thereof is handed over to Purchaser (/s) subject to applicable provisions of law as at present and from time to time and subject to any further and future Development Plan, Town Planning Scheme, Building Regulations, etc. and amendments, variations or changes therein.
3. Purchaser (/s) shall have no claim with respect to any part of the Scheme, serve and except in respect of the Said Apartment and common and joint right to use, utilise and enjoy the common amenities, facilities, services, conveniences and common infrastructures of the Scheme.
 4. It is expressly made clear to Purchaser (/s) that the benefits of the License for use of said car parking area(s) by Purchaser (/s) shall always be attached to the user of the said apartment agreed to be sold herein and that the same cannot be dealt with independently in any manner whatsoever. Purchaser (/s) agree and acknowledges that the Developer is the sole and absolute authority to provide and grant license in respect of car parking spaces in the said premises. The License to use the car parking space shall be operational from the date on which the possession of the said Apartment is given to Purchaser (/s) and shall govern the relation of the parties in respect of the car parking area. Purchaser (/s) further agrees and acknowledges that the Developer is the sole and absolute authority to provide and grant license in respect of car parking spaces in the Basement(s), or on ground area of the "Said Land" and / or "Said Building". Such License shall be on the terms and conditions as the Developer may in their sole discretion, think fit.

5. The developer to hold the internal roads and common open plots and other common amenities, facilities, services, conveniences and infrastructures of the Scheme, and Developer or any Estate Management Company or Agency that may be appointed by it shall control, manage, administer, regulate and govern the operation running and maintenance of the same and the same will be vested with the developer.
6.
 - a. All common expenses and outgoings of security, sweeping, cleaning, lightening, maintenance, repair, replacement, etc., of the said Project, and amenities, facilities, services, conveniences, utilities and infrastructure therein; common expenses of administrative, management, staff, personals, maintenance of accounts and records and other similar or other related matters (all Common Interest Matters); and any other expenses of common nature, as may be fixed by the developer, shall be borne and paid by Purchaser (/s) and other Purchasers of other premises.
 - b. It has been planned to generate Common Maintenance Fund (Hereinafter referred to as "CMF") to be contributed by all Purchaser (/s) of the premises in the Project at the rate as may be fixed by the developer.
 - c. Upon the said Project is finally implemented and the premises thereof are disposed of, and all investments, interests, benefits and profits of the developer and all other persons interested therein through them are received and recovered by them, the developer has planned to hand over possession, control, management and administration of the Common Interest Matters to Estate Management Company or Service Maintenance Society (SMS) the CMF shall also be handed over or the Estate Management Company or Service Maintenance Society (SMS). Such handing over of the Common Interest Matters may be done in part or parts at different points of time, and also at the sole option and discretion of the

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

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

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

- i) The matters and things as regards affairs of the developer, relating to the Project and Assets of Common Use and to manage, maintain, control, regulate, monitor, look after, renovate, up-grade, etc., the Assets of Common Use will be attended by the developer so as to best serve the interest and purpose of the Assets of Common Use, subject to other provisions herein thereafter, the

developer may, at its discretion, continue its role in management as herein and/or, withdraw the said services by giving 1(ONE) month written notice at any time thereafter.

- ii) Developer may attend the aforesaid by itself or through Agency that may be appointed by it or with whom the developer may arrive at or enter into any arrangement, agreement or understanding, on such terms and conditions as may be negotiated and finalized by the developer in the best interest of the Assets of Common Use and Owner and Purchasers.
- iii) The developer may manage the matters and things relating to the Assets of Common Use, and in doing so may directly appoint employees on its payroll or on the payroll of the developer or appoint agencies to provide various services concerning the same.
- iv) The developer may appoint an Estate Manager and other supporting staff for day to day management of the Project and its Assets of Common Use on the pay role of the developer or otherwise.
- v) Common Maintenance Expenses and CMF to be handled, managed, used, utilized, etc. in the hands of, or through, by the developer.
- vi) The developer may hire professional managers and/or management agency for supervision and management of the Assets of Common Use. Direct or pro-rata charges and overheads for such services will be payable by the Estate Management Company or Service Maintenance Society (SMS).

- vii) The Common Maintenance Expenses will be payable by Purchaser (/s) s upon handing over of possession by the developer to them, and the developer will not be required to contribute towards un-sold apartments in its hand until.
- viii) All the matters and things handled and attended by the developer herein will be at the risk and consequences of Purchaser (/s) of the Project. However, the developer will attend the same bonafide as a man of reasonable prudence.
- ix) Purchaser (/s) of the Project will be required to obtain permission of the Developer to sell, or otherwise deal with or dispose of their residential apartments. If Purchaser (/s) shall sell or otherwise deal with or dispose of the Said Apartment, the same shall always be subject to prior permission, approval and no objection the developer, failing which any such transaction shall be null and void and shall not take effect. The Developer / ESTATE MANAGEMENT COMPANY / SMS / SERVICE MAINTANACE SOCIETY will be entitled to charge by way of transfer fees **Rs._____/- (Rupees _____ Only)** or any amount as may be fixed from time to time by the Developer.
- x) Purchaser (/s) of the Project will be required to obtain permission of the developer / SMS to rent/lease their residential apartments. The Developer or SMS will be entitled to charge 2 times the monthly maintenance amount for the rental period, along with any incremental premises tax, or such higher amount as may be fixed from time to time by the Developer.

- xi) The use of Common Plot/s and/or any other service from the Assets of Common Use may be decided by the developer / SMS to be given for private function on payment of charges to the Developer as may be fixed. However, such private function shall not be for conducting any commercial function, commercial business activity, or any other activity, which in the opinion of the Developer is not in the general interest of the Project and Purchasers.
- xii) Any of the aforesaid matters and things may be changed, modified, revised, altered, added, substituted, etc. from time to time by the Developer.
- xiii) Purchaser (/s) regularly without any delay or default shall pay the Maintenance, Administrative and other Management charges fixed or that may be levied, charged or imposed by the Developer from time to time. Without prejudice to the other rights and remedies of the Developer provided under the bye-laws or otherwise available under the law, in case of regular or continuing delay or default in making such payment or part thereof, the Developer may by a vote of two-third majority in its General Body Meeting remove and expel Purchaser (/s) from Purchasanship of the Developer. Consequently, the allotment of the Said Apartment shall stand cancelled and revoked, and the Developer will have right of re-entry in the Said Apartment, and the Developer will be entitled to dispose of the Said Apartment by way of allotment, rent or otherwise as the Developer in the General Body Meeting by majority may decide. The exercise of such authority by the Developer shall precede thirty days prior written notice in advance by the Developer, and Purchaser (/s) has

failed to remedy such breach or delay within this period of thirty days.

- xiv) The decision of the Developer in all matters and things aforesaid shall be final and binding upon Purchaser (/s).
- e. Notwithstanding other provisions herein, The Developer, at its sole discretion, may work out any arrangement to attend the Common Interest Matters and Assets of Common Use, under any agreement with any person, whosoever on such terms and conditions as may be finalized by it and the same shall be binding upon Purchaser (/s).
- 7. All rates, charges, taxes, cesses, assessments and all other outgoings in respect of the Said Apartment levied, charged, or imposed by Gram Panchayat or by any local body or authority shall be borne and paid by Purchaser (/s). Until the Said Apartment is not specifically assessed for the same, Purchaser (/s) shall pay to the Developer such amount as may be fixed by them in advance towards such payments and other outgoings.
- 8.
 - a) The Said Apartment shall be used only for residential use and for no other purpose whatsoever.
 - b) The Said Apartment shall be used, occupied and enjoyed by Purchaser (/s) as one apartment and the Developer shall not divide or sub-divide the same for use as more than one apartment. It has been specifically agreed that the main door and other opening by way of doors, window or any other in / of the Said Apartment shall not be changed, altered in color, size or location. No new door, window or opening shall be made other than as proposed.

9. If any amount hereafter becomes payable to AHMEDABAD URBAN DEVELOPMENT AUTHORITY, Town Planning Authority, State Government or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Developer, the same shall be reimbursed by Purchaser (/s) as may be fixed by the Developer or levied by the authority.
10.
 - a) Purchaser (/s) shall maintain at its cost the Said Apartment in the same good condition, state and order in which it is delivered to them and shall abide by all bye-laws, Rules and Regulations of the Government, Ahmedabad Urban Development Authority, Nagar Panchayat, District Panchayat, Electricity Company, local bodies and other authorities and shall attend, answer and be responsible for all actions.
 - b) Purchaser (/s) hereby covenants to keep the Said Apartment duly protected, neat, clean and tidy and saved and protected from tress-passer, from being illegally used or occupied and upon construction being put up to keep such construction, sewers, drains, pipes, appurtenances belonging thereto in a good, tenable repair and condition.
 - c) Purchaser (/s) may make such interior design or decoration in the Said Apartment, as it may deem fit and proper. However, no such interior design or decoration shall be undertaken, which involve modification, alteration or renovation ("Such Change") of any structural part of the Said Apartment without the express written permission had and obtained of the Developer. Such permission may be granted by the Developer upon the following conditions:

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

11.

- a) Purchaser (/s) shall not put any Sign Board on the Said Apartment without the written consent of the Developer. The place, color and size of the Board shall be decided by the Developer.
- b) The outside elevation, design and color scheme of the Project and the Said Apartment shall be maintained and shall not be changed.
- c) Purchaser (/s) shall not put up any additional construction or make any additions or alterations in the Said Apartment without the written consent of the Developer.

12. Purchaser (/s) shall not use the Said Apartment or permit the same to be used for any purposes whatsoever other than residence or for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other plots of land or for any illegal or immoral purposes.
- 13.
- a) If anything, in or about or relating to the Said Apartment, is hereafter required to be carried out or observed or satisfied by the Government, District Panchayat, Ahmedabad Urban Development Authority or any statutory authority, the same shall be carried out or observed or satisfied by Purchaser (/s).
 - b) If any penalty, premium or any other charges are levied by AHMEDABAD URBAN DEVELOPMENT AUTHORITY / AMC or any other authority in respect of any additions or alterations already part of the Said Apartment at present or that may be made hereafter by Purchaser (/s), the same shall be borne and paid by Purchaser (/s). If the same area of common nature, by Purchaser (/s) in common with others.
14. So long as the Said Apartment shall not be separately assessed and billed for water charges, electricity charges, and any other outgoing, Purchaser (/s) shall pay to the Developer such amount as may be fixed by it from time to time, in advance towards the same. The decision of the Developer in all matters relating to the same shall be final and binding upon Purchaser (/s).
- 15.
- a) Purchaser (/s) shall permit the Developer or the Estate Management Company or SMS and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Apartment or any part

thereof to view and examine the state and condition thereof and Purchaser (/s) shall make good any defects found within three days of the giving of such notice in writing to Purchaser (/s).

- b) Purchaser (/s) shall permit the Developer or to its order the Estate Management Company or SMS appointed by the Developer and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Said Apartment and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all common services, drains, pipes, cables, water covers, gutters, wires, or other conveniences belonging to or used for the common and also for the purpose of laying down, maintaining, repairing, re-constructing, replacing and testing drainage, gas and water pipes and electric wires and for similar or other purposes.
16. Purchaser (/s) shall not throw dirt, garbage or other refuses or permit the same to be thrown from the Said Apartment or for the purpose of construction or repair of any part of the construction in the common portions like roads, Common Open Land or any other. Similarly, Purchaser (/s) also shall not keep or store or park any materials, articles or things for the purpose of construction or otherwise out-side the Said Apartment, on the internal roads or any other common areas.
17. Purchaser (/s) shall insure and keep insured the Said Apartment against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof in the joint names of the Owner and of Purchaser (/s) with nationalized insurance company of repute having office at Ahmedabad, and whenever required he shall produce to the Owner the policy / policies of such insurance and the receipt for

the last premium paid in respect thereof. In the event of the Said Apartment being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Residential Apartment as soon as reasonable, practical and required.

18. Any delay in enforcing the terms and conditions herein shall not be considered as a waiver on the part of the Developer or Estate Management Company or SMS.
19. The scheme shall be under the over-all control and management of the Developer and the decision of the Developer in all matters relating thereto including code of conduct, rules and regulations for use, occupation and enjoyment of the common amenities, facilities and services as well as infra-structures in the scheme shall be final, conclusive and binding upon Purchaser (/s).
20. The Developer shall not have any claim over unused FSI, additional FSI and terrace rights after the building use permission/completion certificate has been obtained. Upon receiving such certification, these rights shall be with the Association of Purchasers/Service Maintenance Society.
21. Purchaser (/s) shall at no time demand partition of their interest from the entire Scheme. It being agreed and declared by Purchaser (/s) that their interest in the Scheme shall be impartible, but specific as regards the Said Apartment only.
22. The Developer may make such changes, additions, omissions, modifications or alterations in the scheme as may be required to be done by the Plan Sanctioning Authority, Government, Ahmedabad Urban Development Authority, Town Planning Authority or any other concerned authorities or which the Developer may consider desirable or the circumstances may require and this shall operate an irrevocable consent of Purchaser

(/s) for making such changes, additions, omissions, modifications or alterations and the same also shall be binding upon Purchaser (/s).

23. 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 at the time of execution of this Deed.
24. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
25. It has been agreed that the Developer may during the implementation of Scheme, make changes, modifications or alterations in the scheme in general or in particular with respect to any part thereof, which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of Purchaser (/s). Such changes, modifications, or alterations shall be binding upon Purchaser (/s) and to that, extent the terms and conditions, rights and obligations of Purchaser (/s) under this Deed shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration under any circumstances shall not prejudicially effect the right of Purchaser (/s) to the Said Apartment.

26. The Developer has declared and announced its Scheme by issuing brochures, pamphlets etc. It has been agreed that if anything recorded herein is inconsistent with what has been declared or advertised as aforesaid, what is agreed upon herein shall prevail.
27. Purchaser (/s) hereby declares that he has read, understood and agreed to each and every conditions, provisions, stipulations and covenants hereinbefore execution hereof.
28. The letters, receipts and/or notices issued by the Developer, dispatched Under Certificate of Posting to the address of Purchaser (/s) as known to it will be sufficient proof of receipt of the same by Purchaser (/s), and shall completely and effectively discharge the Project Developer.
29. This Deed of Conveyance, shall be governed and construed in accordance with the RERA Act together with the rules and regulations formed thereunder and other relevant acts, rules and statues formed by competent authority from time to time. If any term of this Deed of Conveyance are found illegal, invalid or unenforceable under the RERA Act together with the rules and regulations formed thereunder or other relevant acts, rules and statues, such term shall, insofar as it is severable from the remaining Terms, be deemed omitted from these Terms and shall in no way affect the legality, validity or enforceability of the remaining Terms which shall continue in full force and effect and be binding to The DEVELOPER as well as the Purchaser/s. In event of any contradiction to the terms and conditions mentioned hereinabove with the relevant acts, rules and statues, the terms mentioned in such relevant acts, rules and statues shall be binding to The DEVELOPER as well as the Purchaser/s.
30. The scheme shall always be known as “AMARA”, and this name shall not be changed in any circumstances.

- 31.
- a) The said Scheme with all common amenities, facilities, services, conveniences and infra- structures agreed to be provided by the Developer is being completed, subject to other provisions herein. Purchaser (/s) shall have no complaint or grievance for the same.
 - b) Purchaser (/s) declare that there is no obligation of any nature whatsoever outstanding on the part of the Developer to be carried out or fulfilled towards Purchaser (/s) and generally as regards any matter relating to the Said Apartment and the said Scheme in general, and even if there be any, the same is waived or foregone by Purchaser (/s), and Developer shall not hereafter in any way be liable or responsible for the same, nor Purchaser (/s) shall claim any compensation or any other amount for the same.
32. The said amount paid by Purchaser (/s) to the Developer as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses in the matter of purchase of the Said Land and making available and handing over of the Said Apartment; charges for electricity connection, which shall include laying of cable and other installation charges and deposits payable to the Electricity Company; AHMEDABAD URBAN DEVELOPMENT AUTHORITY development charges and security fees; all taxes and charges of every description whatsoever levied, charged or imposed by State Government, Central Government or by any authority whatsoever under any law, including without limitation revised NA charges, service tax, sales tax, labor welfare, value added tax, GST, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by Purchaser (/s) at the time of handing over of possession of the Said Apartment to Purchaser (/s). If any of the above charges become payable after handing over of possession, they will be paid immediately upon request by the Developer. The amount as may be fixed by the

Developer for or towards the same shall be final, conclusive and binding upon Purchaser (/s).

33. The responsibility of the Developer is until the completion of implementation of the Project actually at site. The Developer will take all steps, put in all efforts, and give all technical support to obtain necessary permissions, approvals, etc., which may be required to be obtained from the local authority, or as regards any matter or thing relating to the Project. However, The Developer shall not be responsible for any delay in obtaining / granting any such permission, approval, etc. by the concerned authority for any reasons. Purchaser (/s) shall not delay or withhold any payment in case there is a delay / inability in obtaining any permission.
34. Purchaser (/s) hereby agrees to execute such other papers and documents as may be necessary for giving effect to these presents.
35. Purchaser (/s) has agreed to indemnify and keep indemnified the Developer against any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any delay, default, breach or violation of any of the conditions and obligations aforesaid.
36. Purchaser (/s), as the context may require, shall also include his representatives, occupiers, visitors, authorised person, successors, assigns and all and every other person or persons to claim under him/her/it.