

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

DRAFT – FIRST EXERCISE – FOR DISCUSSION

DRAFT SALE DEED

THIS INDENTURE made at Ahmedabad this day of
Two Thousand Two Thousand Twenty BETWEEN, AVIRAT AMIRAJ
BUILOCON, (PAN: AAGAA 8431Q), a Joint Venture (Association of
Persons) Address: F.P. No. 108, T. P. Scheme No. -32, Near Gota
Overbridge, Near Silver Harmony, S. G. Highway, Gota, Ahmedabad -
382481, hereinafter called “THE OWNER - PROMOTER” (which
expression shall unless it be repugnant to the context or meaning thereof
be deemed to include its successors and assigns) of the One Part AND

hereinafter called "THE PURCHASER - ALLOTTEE” (which
expression shall, unless it be repugnant to the context or meaning thereof,
be deemed to include (in case of individual) his heirs, legal

representatives, executors and successors, (in case of HUF) its coparceners / members as at present and from time to time, and their respective heirs, executors and successors, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner, (in case of Company) its successors) of the Other Part.

WHEREAS the Owner - Promoter is seized and possessed of or otherwise well and sufficiently entitled to an immoveable property situate at Gota (sim), Taluka Daskroi, in the Registration District Ahmedabad and Sub District Ahmedabad – 2 (Wadaj), bearing Survey No. 131, admeasuring about 20034 Sq.mts., included in Town Planning Scheme No. 32, and allotted Final Plot No. 108, admeasuring about 12020.40 Sq.mts., more particularly described in the First Schedule hereunder written (Hereinafter collectively referred to as the "Project Land").

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

AND WHEREAS the Development Plans of the Project have at present been approved by Ahmedabad Municipal Corporation (AMC) by utilizing available FSI at present as per its two separate Commencement Letter (Rajachiththy), both dated 13th December, 2019, bearing No. 02838/130919/A2815/R0/M1 for construction of BLOCK – A+B+C and bearing No. 02850/130919/A2816/R0/M1 for construction of BLOCK – D (Hereinafter referred to as the “Development Plans”) for construction and erection of four multistoried buildings - A, B C and D Blocks of commercial and residential, wherein Block A, B, and C is consisting of first and second cellar being parking, ground floor being parking and commercial, first floor and second floor being residential and commercial, third floor to thirteenth floor being residential, and Block D is consisting of ground floor being parking, first floor to twelfth floor being residential. The expression “Development Plans” shall mean and include any additions, alterations, variations or modifications therein by utilizing said further or other FSI as may become available from time to time as envisaged herein or otherwise.

AND WHEREAS the Project Land has been granted permission for Non Agricultural Use by Hon'ble Collector, Ahmedabad, as per Order, dated 9th June, 2019, bearing No. 253/07/17/057/2019. The same is valid and subsisting.

AND WHEREAS the Project has been registered as new on-going project under the provisions of The Real Estate (Regulations and Development) Act, 2016 (Hereinafter referred to as "RERA Act") with the Real Estate Regulatory Authority, at_, under registration No._, dated_

AND WHEREAS the Purchaser - Allottee herein desired to acquire and for the purpose reserved for him/her/it the Flats/Showrooms/Shops in the Project, in Block A/B/C/D, being No._____, on the _____ Floor, admeasuring about _____ Sq.ft. equivalent to _____ Sq.mts. of Carpet Area, as per definition of Carpet Area, Wash Area of _____ Sq.mts., Balcony Area of _____ Sq.mts., as per definition of Carpet Area of RERA Act with related interest in Project Land, more particularly described in the Second Schedule hereunder written (Hereinafter referred to as the "Said Flat/Showroom/Shop"), at or for the price or consideration of Rs. _____/- (Rupees _____ only), and on the other terms and conditions contained in the Agreement for Sale entered into between the Owner – Promoter and the Purchaser - Allottee, dated _____, registered under Serial No._____.

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

AND WHEREAS the said Project consists of several Flats/Showrooms/Shops to be disposed of to prospective purchaser - allottees. For the purpose of convenience and efficient management, running and maintenance of the common amenities and facilities with Project Land and for the common good, object and purposes of the purchasers – allottees of the Flats/Showrooms/Shops, and to meet the requirement of RERA Act, Society of the name "_____", registered on _____, under No._____(Hereinafter referred to as the "Society" or "Service Society") is formed to consist of purchasers - allottees of the Flats/Showrooms/Shops in the Project as its Members and Shareholders. The Purchaser - Allottee agrees to become member of Society and shall be

bound by its all rules, regulations, resolutions, decisions, directions, requirements and demands as may be prescribed, framed, imposed, omitted, or added from time to time.

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

A. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

PART-A
SALE

1. IN CONSIDERATION OF the premises and IN FURTHER CONSIDERATION of the said Agreement for Sale dated _____, registered under Sr. No. _____ and in FURTHER CONSIDERATION of the sum of Rs. _____/- (Rupees _____ only), being the full consideration or sale price paid by the Purchaser - Allottee to the Owner - Promoter (payment and receipt whereof, the Owner – Promoter doth hereby admit and acknowledge and of and from every part thereof for ever acquit, release and discharge the Purchaser - Allottee), the Owner – Promoter grant, convey and assure unto the Purchaser - Allottee the Said Flat/Showroom/Shop, more particularly described in the Second Schedule hereunder written, TOGETHER WITH other common interest and benefits of the Project and usually held, used, occupied and enjoyed therewith or reputed or known as part or member thereof and to belong to or be appurtenant thereto, subject however to as stated hereafter.
2. THE PURCHASER - ALLOTTEE TO HAVE AND TO HOLD all and singular the Said Flat/Showroom/Shop hereby given, granted, conveyed and assigned and intended or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the Purchaser - Allottee for ever and SUBJECT to the payment of all rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Panchayat, Ahmedabad Municipal Corporation, State of Gujarat or any other

public body or public authority in respect thereof, and FURTHER SUBJECT TO obligations, conditions, restrictions, prohibition, acceptance, stipulations and regulations attached to and running with the Said Flat/Showroom/Shop and binding on the Purchaser – Allottee contained in Annexure “A” hereto.

3. The Owner – Promoter hereby for itself, its executors, administrators and assigns covenant with the Purchaser - Allottee that notwithstanding any act, deed, matter or thing whatsoever by the Owner – Promoter or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, IT, the Owner – Promoter now has in itself good right, full power and absolute authority to give, grant, convey, and assign the Said Flat/Showroom/Shop hereby given, granted, conveyed, assured and assigned or intended so to be unto and to the use of the Purchaser - Allottee.
 4. The Owner – Promoter hereby for itself, its executors, administrators and assigns covenant with the Purchaser - Allottee that it shall be lawful for the Purchaser - Allottee from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the same and receive the issues and profits thereof and of every part thereof to and for his own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Owner – Promoter or by any person or persons lawfully or equitably claiming by, from, under or in trust for them, but subject to aforesaid.
 5. The Owner – Promoter hereby for itself, its executors, administrators and assigns covenant with the Purchaser - Allottee that the Owner – Promoter agrees at the request and cost of the Purchaser - Allottee do and execute all such further and other lawful and reasonable acts, deeds, things, matters and writings for more properly transferring and vesting the Said Flat/Showroom/Shop unto the Purchaser - Allottee.
- B. The Purchaser - Allottee has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Owner - Promoter that the Said Flat/Showroom/Shop is given, granted, conveyed, transferred and assigned by the Owner - Promoter unto the Purchaser - Allottee is also subject to the followings.

- i) Obligations, conditions, restrictions, prohibitions, acceptance, stipulations and regulations contained in Annexure "A" hereto and on the part of the Purchaser - Allottee understood, confirmed, accepted, agreed to be observed and performed, and the same shall be covenants running with the Said Flat/Showroom/Shop.
- ii) a) The Society herein is an association of allottees of the Flats/Showrooms/Shops in the Project to be formed as envisaged under section 11 (4) (e) of the said RERA Act for the objects and purposes and rights and duties of and under the other applicable provisions of the said RERA Act, rules, regulations and guidelines framed / issued thereunder. The Society herein at all time and as the nature and circumstances may require from time to time, and when assigned shall undertake, carry-out and perform its duties and obligations and exercise rights, powers and authorities in accordance with the provisions of the said RERA Act rules, regulations and guidelines framed / issued thereunder and under the provisions of these presents.
- b) The right and interest of the Purchaser – Allottee herein as regards their (_____Sq.mts.) undivided share in the Project Land and undivided share in common areas and amenities has been agreed to be held by the Society in fiduciary capacity. The Purchaser - Allottee herein gives his irrevocable consent for the same.
- c) All matters and things relating to Project Land and Project subject to other provisions herein, including of Annexure “A” hereto in general shall be attended, managed and governed by / through Society and shall be binding upon the Purchaser – Allottee. The Purchaser – Allottee herein shall not raise any dispute or objection or challenge for the same. Any attempt to do shall be null and void.
- iii) The Society shall unless the context otherwise requires shall have the meaning rights and duties assigned to association of allottees under the said RERA Act.
- iv) The Purchaser – Allottee accept, confirm and record that he has been given all documents, details, particulars, as are specified under the said RERA Act and the rules and regulations made thereunder, and the Purchaser – Allottee is satisfied in respect of the same. The Purchaser – Allottee further agree and confirm that the Owner – Promoter to his satisfaction carried out all functions,

duties and obligations imposed upon the Promoter under the said RERA Act, rules, regulations and guide-lines framed / issued thereunder and the Purchaser – Allottee has no complaint or grievance or objection of any nature whatsoever in respect of the same.

- v) If any provision of this Conveyance shall be determined to be void or unenforceable under the applicable laws, including said RERA Act, such provisions of this Conveyance shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance and to the extent necessary to conform to the applicable laws as the case may be, and the remaining provisions of this Conveyance shall remain valid and enforceable as applicable at the time of execution of this Conveyance.
- vi) The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the said Act has been adopted, and has been modified to incorporate the agreement and terms agreed upon between the Promoter and Allottee, being this Agreement. The parties hereto accept the same. However, if any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- vii) The Purchaser - Allottee shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations and decisions of the Owner – Promoter / Society as regards general administration, management, maintenance, repair, addition, omission, upgrade, etc. of the common amenities, facilities, services, infrastructures and conveniences of the said Project and generally of common interest and benefit of the allottees of the premises - Flats/Showrooms/Shops in the Project.
- viii) Without any adverse effect or impact on and without prejudice to sole and absolute ownership, possession, power and control of Owner – Promoter of the Project and, its unrestricted, un-fettered

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

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

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

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

:- THE FIRST SCHEDULE ABOVE REFERRED TO :-
(Description of Project Land)

ALL THAT piece or parcel of land or ground, hereditaments and premises, being Non Agricultural Land, situate at Gota (sim), Taluka Daskroi, in the Registration District Ahmedabad and Sub District Ahmedabad – 2 (Wadaj), bearing Survey No. 131, admeasuring about 20034 Sq.mts., included in Town Planning Scheme No. 32, and allotted Final Plot No. 108, admeasuring about 12020.40 Sq.mts., or thereabouts, and bounded as follows, that is to say on or towards the -

North by : ____
South by : ____
East by : ____
West by : ____

:- THE SECOND SCHEDULE ABOVE REFERRED TO :-

ALL THAT the Flat/Showroom/Shop No._____, on _____ Floor, of Block No._____, admeasuring_____Sq.ft., equivalent to _____Sq.mts. of carpet area, and other constructed areas, being wash area_____Sq.mts., balcony area_____Sq.mts. and open attached / extended terrace) of the Project “Silver Harmony - II”, constructed on

the land more particularly described in the first schedule hereinabove written,

TOGETHER WITH

(Sq.mts.) variable, indivisible, impartible, non-specific and undivided share in the Final Plot Land of said Project Land more particularly described in the First Schedule hereinabove written and proportionate share in Common Areas to be held by and to be in the power, control and management of Society, Silver Harmony - II / _____ Co-op. Comm. And Housing Service Society Ltd.

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

SIGNED, SEALED & DELIVERED)
BY THE WITHIN NAMED:)
AVIRAT AMIRAJ BUILDCON)
through its Partner)
SHRI _____)
_____)
)
)
In the presence of :)

SIGNED, SEALED & DELIVERED)
BY THE WITHIN NAMED:)

In the presence of :)

RECEIPT

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

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

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

In the presence of :

WE SAY RECEIVED

PHOTOGRAPHS OF PROPERTY AS PER SECTION 21
OF REGISTRATION ACT

POSTAL ADDRESS OF PROPERTY

Flat/Showroom/Shop No._____, on _____ Floor, “Silver Harmony - II”, Block No._____, Gota, Taluka Daskroi, District Ahmedabad.

OWNER – PROMOTER

PURCHASER - ALLOTTEE

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

OWNER - PROMOTER AFORESAID

AVIRAT AMIRAJ BUILDCON
Through its Partner
SHRI _____

PURCHASER - ALLOTTEE AFORESAID

ANNEXURE - "A"

Re: IN THE MATTER OF Residential Project, known as “Silver Harmony - II”, on the land situated at Gota (sim), Taluka Daskroi, in the Registration District Ahmedabad and Sub District Ahmedabad – 2 (Wadaj), bearing Survey No. 131, admeasuring about 20034 Sq.mts., included in Town Planning Scheme No. 32, and allotted Final Plot No. 108, admeasuring about 12020.40 Sq.mts.

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

A. HANDING OVER OF POSSESSION:

1. The Purchaser - Allottee has perused, studied and explained to himself / herself / itself, the Certificate and Report on Title of the Project Land issued by M/S. H. Desai & Company, Advocates and Solicitors, and the records, documents, papers and writings referred to therein, sanctioned Development Plans, specifications, designs, details and common amenities of the Project and other matters and things generally relating to the Project.
2. a) The construction of the Said Flat/Showroom/Shop and development of the Project with all common areas, amenities and infrastructure is duly complete in all respect.
- b) The Purchaser - Allottee has taken inspection of the Said Flat/Showroom/Shop and has checked, verified and satisfied about its area – measurement, and that the Said Flat/Showroom/Shop is duly complete in all respect with all utilities of water, sewerage, electrification, plumbing, and all required common amenities, facilities and services.
- c) The Purchaser – Allottee has/have been measured the carpet area of the said Flat/Showroom/Shop and He/She/They are fully aware the meaning of carpet area as defined under section 2 (k) of the said Act. The Purchaser - Allottee have taken personal and

physical inspection of the said Flat as to the quantity, quality of materials as also workmanship thereof and have fully satisfied with the same in all respects.

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

B. USE AND MAINTENANCE:

1. The Purchaser - Allottee shall have no claim with respect to any part of the Project, like common foyer, ground level parking, basements parking, common amenities, terraces, open margin land, common open areas and spaces, lifts, lift well, staircases, lobbies, passages, atrium façade, exhaust fans, garbage ducts, fire system, plumbing duct, utility area, D.G. Set, bore-well, underground and over-head water tank, common areas and spaces, common amenities, facilities, services, utilities, and other assets of common use as may be save and except the Said Flat/Showroom/Shop reserved for him/her/it herein and minimum conveniences required for use, occupation and enjoyment of Said Flat/Showroom/Shop.
2. The expression "Said Flat/Showroom/Shop" given to the Purchaser - Allottee herein shall be read, understood, interpreted and implemented with the spirit and intention the covered useable space thereof for their use, occupation and enjoyment as residential/commercial.
3. The Purchaser - Allottee shall not change, or make any holes or openings, or draw or lay any wires, cables, pipes through, or in any other manner damage, the columns, beams, slabs or RCC pardis or walls or other structural members of the Said Flat/Showroom/Shop or any part of the building.
4. The Purchaser - Allottee shall not store in the Said Flat/Showroom/Shop or bring in the building / Project any goods which are hazardous, combustible or with strong smell or excessively heavy so as to affect or damage the construction or structure of the building, and shall not carry or cause to be carried heavy packages to the Said Flat/Showroom/Shop which are likely to damage the lifts, staircase, common passages, other spaces or

any other structure or parts of the building / Project, its amenities, facilities and services.

5. The Purchaser - Allottee shall maintain at his/her/its cost the Said Flat/Showroom/Shop in the same good condition, state and order in which it was delivered to him and shall abide by the Rules and Regulations of the Government, Ahmedabad Municipal Corporation (AMC), Ahmedabad Urban Development Authority (AUDA), Nagar Panchayat, District Panchayat and Electricity Company, Town Planning Authority, local bodies and other authorities and Society and shall attend, answer and be responsible for all his/her/its actions.
6. It is hereby agreed that the Purchaser - Allottee shall not put any notice/sign board on the Said Flat/Showroom/Shop or any part of the Project without the written consent of the Owner – Promoter, Society. The place, colour and size of the name board shall be decided by the Owner – Promoter / Society. However, the cost of preparation and fixing and maintenance will be borne by Purchaser - Allottee.
7. The Purchaser - Allottee hereby covenants to keep the Said Flat/Showroom/Shop, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the building other than the Said Flat/Showroom/Shop.
8. a) The Purchaser - Allottee shall not use the Said Flat/Showroom/Shop or permit the same to be used for any purposes whatsoever other than for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other Flats/Showrooms/Shops nor for any illegal or immoral purposes or for the purposes prohibited by law.

b) The Purchaser - Allottee of Residential Flat will not use or permit to be used the Said Flat or any part thereof for commercial or business purposes, of dairy, hostel, club, gymkhana, hotel, restaurant, eatery, gymnasium, nursing home, hospital, storehouse for commercial/ hazardous goods, office of the trade union or political parties.
9. The Purchaser - Allottee shall not at any time demolish or cause to be demolished the Said Flat/Showroom/Shop or any part thereof.

The Purchaser - Allottee shall not make any alterations in the elevations and outside colour scheme of the Said Flat/Showroom/Shop to be purchased by him. The Purchaser - Allottee will be required to pay such amount as may be fixed by the Owner - Promoter by way of Security Deposit to secure due observance thereof.

10. If any additions or alterations in or about or relating to the building of which the Said Flat/Showroom/Shop forms a part of are thereafter required to be carried out by the Government, District Panchayat, AMC / AUDA or any statutory authority, the same shall be carried out by the holders of the premises / Society in the building/s at their own cost and consequences and the Owner - Promoter shall not be in any manner liable or responsible for the same.
11. The Purchaser - Allottee shall not change the outside elevation or colour scheme and shall not decorate the exterior of his/her/its Said Flat/Showroom/Shop other than in the manner in which the same was previously decorated.
12. The Purchaser - Allottee shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Flat/Showroom/Shop or for the purpose of repair of any part of the building or other Flats/Showrooms/Shops or in the compound or any portion of the building/Project or Common Areas.
13. The Purchaser - Allottee of the Said Flat/Showroom/Shop will not use or permit to be used the common areas, passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. of the Complex for waiting, storage or keeping any articles or things, organizing parties/functions or in any other manner.
14. The Said Flat/Showroom/Shop shall be used, occupied and enjoyed by the Purchaser - Allottee as one Flat/Showroom/Shop and the Purchaser - Allottee shall not without the permission of Owner - Promoter / Society divide or sub-divide the same for use as more than one Flat/Showroom/Shop. It has been specifically agreed that the main door and other openings by way of doors, windows or any other in the Said Flat/Showroom/Shop shall not be changed, altered in colour, size or location. No new or other door, window or opening shall be made other than as proposed.

15. Fire Protection System or any other service, utility or facilities if required relating thereto by law or any authority, to be installed or erected in the Said Flat/Showroom/Shop or any other measures which may be required to be taken relating thereto shall be attended by Purchaser - Allottee. All and every costs, charges and expenses for the same shall be borne and paid by the Purchaser - Allottee.
16. The Purchaser - Allottee shall also not remove any wall, including the outer and load bearing wall of the Flat/Showroom/Shop. The Purchaser - Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner – Promoter and thereafter the association of Purchasers - Allottees and/or maintenance agency appointed by association of Purchasers - Allottees. The Purchaser - Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
17. The Owner - Promoter has made aware the Purchaser - Allottee about the details of the Project. The Commercial Premises portion of the Project is small. The only available space to the purchasers - allottees of the shops is only commercial premises for doing business activities thereat and there-from with no other rights or interests in the Project. Some of the relevant details of the Project concerning the distinction between the residential portion and commercial portion of the Project are as follows, and agreed and accepted by the Purchaser – Allottee herein, and binding upon all purchasers – allottees in the Project as applicable.
 - a) The entire Project is mainly residential project. The commercial premises portion is a small separate segment of the entire Project. The purchaser - allottees of the commercial premises segment shall have no claim, right or interest of any nature whatsoever in the infrastructure, open spaces, open areas, amenities, facilities and services, and infrastructure of the remaining residential portion of the Project. Without prejudice to generality of aforesaid, commercial premises holder for special and specific and un-avoidable reason relating to his business requirement shall be given required considered permission to meet his requirement, to use common infrastructure forming part of Residential Project.

- b) The right of the purchaser - allottees of the Commercial Premises is only to own, hold, use, occupy and enjoy the shop premises and to run business and commercial activities thereat and there-from.
 - c) The purchaser - allottees of the Commercial Premises shall have no access to any part of the residential part of the Project, except access from the passage in front of the shops and stairs to their respective shops and car parking in front of the shops for them and their visitors, subject to sub-clause (a) above.
 - d) The Purchaser - Allottee herein has agreed, confirmed and accepted the aforesaid.
18. The purchaser - allottee of the Commercial Premises will not use or permit to be used the common passages, or any other open areas, spaces, margin lands, etc. referring to residential premises portion of Project for waiting, loading or un-loading of goods, parking, storage or keeping any articles or things or in any other manner.
19. Any arrangement that may be worked out by the Owner - Promoter / Society for or in the matter of holding, management, maintenance, etc. of land and the common amenities, facilities and services of the project, to hold and use Common Maintenance Fund, the rules and regulations regarding use, occupation and enjoyment of common amenities, facilities, services and infrastructure, and other matters and things of common interest referring to residential portion of Project and commercial portion of Project shall be binding upon the Purchaser - Allottee herein and other purchasers - allottees of the flats and commercial premises in the Scheme.
20. Similarly the leakage of water from the toilets, bathrooms is also likely to happen from the neighboring and upper flats/showrooms/shops. Leaked water / moisture is likely to appear on the walls of flat and that may deteriorate the painting and plaster on the walls. Purchasers - Allottees are aware that water is a substance which is likely to escape resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons unconnected with construction. Use of Acids for cleanliness, hot water, hard water, rough use, etc are likely to

damage pipelines, tiles and their joints. The joints of flooring tiles and wall tiles are also likely to be damaged by such use. Purchasers - Allottees agree that the Maintenance Agency shall not be liable for any damage in our flat due to leakage of water and its various other bad effects.

21. The Owner – Promoter installed some fittings and fixture of branded companies in the said flat/showrooms/shops and same shall be used as per guidelines of the manufacture company and if any defect found same will be repaired or preplaced by the branded company as per warrantee period and Owner – Promoter will not be liable for any type of such repair or replace.

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

1. The Purchaser - Allottee shall be responsible and liable to bear and pay, at actuals, all Municipal Taxes, cesses, dues and impositions of every description of the Ahmedabad Municipal Corporation, Gram Panchayat, of the State and/or Central Government and/or any other public bodies and authorities, which exclusively relate to or pertain to the Said Flat/Showroom/Shop.
2. So long as the Said Flat/Showroom/Shop is not separately assessed for water rates, electricity bills, and any other outgoing amenities/facilities, the Purchaser - Allottee shall pay to the Owner - Promoter such amount as may be fixed by it from time to time. After the Said Flat/Showroom/Shop in the Said Project are separately assessed, the balance amount will be refunded to or deficiency will be recovered from the Purchaser - Allottee by the Owner - Promoter. The decision of the Owner - Promoter in all matters relating to the same shall be final and binding upon the Purchaser - Allottee.
3. The Purchaser - Allottee hereby agrees that if any amount hereafter becomes due to the Nagar Panchayat, the State Government, AMC, AUDA, Town Planning Authority, or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Owner – Promoter or allottee / allottees, the same shall be paid / reimbursed by the purchaser / allottee / allottees / Society as may be applicable.

4. The transaction covered herein at present may become liable to tax under any direct or indirect tax laws including GST or similar other laws. If by reason of any amendment to the constitution or enactment or interpretation or amendment of any other law, Central or State, on account of change in legal position, this transaction is held to be liable to tax, either as a whole or in part or for any inputs of materials or equipment used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser - Allottee on demand at any time.
5. The said amount of Rs. /- (Rupees only) paid by the Purchaser - Allottee as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses present and future in respect of these presents and in respect of any further or other documents that may be made and executed or required to be made and executed or called upon to be made and executed; all taxes and charges of every description whatsoever relating to past, present or future levied, charged or imposed by State Government, Central Government or by any authority whatsoever under any law, including without limitation, service tax, sales tax, GST, labour welfare, value added tax, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by the Purchaser - Allottee. They will be paid immediately upon demand made by the Owner - Promoter / Society. The amount as may be fixed by the Owner - Promoter for or towards the same shall be final, conclusive and binding upon the Member/Purchaser – Allottee.

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

1. a) The Purchaser - Allottee shall pay by way of Common Maintenance Fees the amount at the rate of Rs. /- per square foot (full rate applicable to flat / reduced rate applicable to commercial premises) of Carpet Area for initial period of _____ months from the date / obtaining of Building Use Permission and thereafter as may be fixed by the Owner – Promoter / Society. This Maintenance amount will be utilised to meet with/pay for the common electricity bills, water bills, staff salaries, repair, replacement, addition, modifications, renovation, administration, management, etc. of common amenities, facilities,

services and infrastructure of the Project. The Maintenance amounts for other Flats/Showrooms/Shops in the Project will be payable similarly. If the Maintenance amounts are found to be insufficient, the Purchaser - Allottee may be required to pay an additional amount as may be sufficient, in the opinion of Owner - Promoter / Society, to make good the deficit in such expenses. The decision of the Owner - Promoter / Society in all matters herein shall be final and binding upon the Purchaser - Allottee.

- b) In addition to aforesaid, Common Maintenance Fund (Refundable/Non-Refundable) at the rate of Rs._____-/- per square foot of Carpet Area shall be paid by the Purchaser - Allottee. Similar Common Maintenance Fund will be generated from the other allottees of the Flats/Showrooms/Shops in the scheme, and the income thereof will be utilized to meet the expenses of maintenance, repair, etc. of the common amenities, facilities, services, conveniences, utilities and common infrastructure of the scheme.
- c) The Owner – Promoter with the consent and concurrence of the Society has appointed one Estate Management Agency (EMA), _____ for management, administration, and maintenance of the Assets of Common Use (Defined in sub-clause (e) below, and necessary Maintenance Agreement has been arrived at. The Purchaser – Allottee is made aware of the same, and is given details of the same. The Purchaser – Allottee has agreed and accepted to the same and the arrangement. The Owner – Promoter joined by Society may make such amendments, modifications in the terms and conditions of the agreement and arrangement with said EMA as may be mutually agreed upon and any such additions, omissions, amendments, or modifications shall be binding to the Purchaser – Allottee and other purchasers – allottees in the Project. The handling of the Assets of Common Use, rules and disciplines relating to the same that may be framed by such EMA shall be binding upon all the purchasers – allottees in the Project.
- d) If the Owner - Promoter / Society may continue with the above arrangement in sub clause (c) above for such further extended period as it may decide with or without the enhanced maintenance fees or otherwise modified as Owner – Promoter / Society may decide or make any other arrangement for the matters referred to in sub clause (a) hereinabove, including to attend the same through another EMA. The same shall be binding upon the Purchaser -

Allottee, and the Purchaser - Allottee shall be obliged to attend, observe, perform, comply and carry out in accordance therewith.

- e) The said Project is conceptualized, designed and is implemented by the Owner - Promoter. Under these circumstances, the over-all ownership, control, administration and management of the Project and its common areas and spaces, common infrastructure, amenities, facilities, services, conveniences and utilities (Hereinafter referred to as Assets of Common Use) will remain with the Owner - Promoter, and thereafter with the Society. The Owner – Promoter has emphasized and the Purchaser - Allottee has accepted that the Project has unique and special features, and beauty and pleasure and enjoyment of the Project and its Flats/Showrooms/Shops are in the proper management and maintenance and running of its Assets of Common Use.
 - i) The affairs, matters and things as regards the Society, relating to the Project and Assets of Common Use and to manage, maintain, control, regulate, monitor, look after, renovate, upgrade, etc., the Assets of Common Use as its sole option may be attended by the Owner - Promoter, by offering its services, through a group concern for such period and in such manner as it may fix before handing over possession.
 - ii) The Owner - Promoter may attend the aforesaid by itself or through an agency on such terms and conditions that may be finalized by the Owner - Promoter / Society in the interest of the Assets of Common Use and the Society and Purchaser - Allottee.
 - iii) The Owner - Promoter may manage the matters and things relating to the Assets of Common Use either directly or through the Society, and in doing so may directly appoint employees on its payroll or on the payroll of the Society or appoint agencies to provide various services concerning the same. The Owner - Promoter / Society may appoint an Estate Manager and other supporting staff for day to day management of the Project and its Assets of Common Use on the payroll of Society or otherwise.
 - iv) Common Maintenance Expenses and Common Maintenance Deposit to be handled, managed, parked / invested, used, utilized, etc. in the hands of or through

Society, by the Owner - Promoter in the interest of the Society and Assets of Common Use.

- v) The Owner - Promoter may hire professional managers and/or management agency for supervision and management of the Assets of Common Use. Direct or pro-rata charges and overheads for such services will be payable by the Society.
- vi) The Owner - Promoter as agent and for and on behalf of and in the name of the Society will be entitled to attend all matters and things herein, including to attend/manage the financial transactions and the same shall be duly accounted for.
- e) The Owner - Promoter / Society will maintain proper records in handling and attending the aforesaid financial and other matters and things.
- f) The Purchaser - Allottee regularly without any delay or default shall pay the Maintenance, Administrative and other Management deposits and charges fixed or that may be levied, charged or imposed by the Society and the Owner - Promoter from time to time. Without prejudice to the other rights and remedies of the Society provided under the bye-laws or otherwise available under the law, in case of regular or continuing delay or default in making such payments or part thereof or Purchaser - Allottee committing breach or violation of any other provisions herein on Purchaser - Allottee's part to be observed and performed, the Society may by a vote of two-third majority in its General Body Meeting remove and expel the Purchaser - Allottee from the membership of the Society. Consequently, the purchase of the Said Flat/Showroom/Shop shall stand cancelled and revoked, and the Society will have right of entry in the Said Flat/Showroom/Shop, and the Society will be entitled to dispose of the Said Flat/Showroom/Shop by way of sale / allotment to existing / new Purchaser - Allottee, as the Society in the General Body Meeting by majority may decide. Surplus of proceeds or benefits or accruals after the adjustment of outstanding amounts will be paid over to and received by Purchaser - Allottee. Such authority shall be exercised after a 30 days' notice is given by the Society to the Purchaser - Allottee and the Purchaser - Allottee has failed to remedy such breach or delay within this period of thirty days.

- g) Subject to aforesaid, the decision of the Owner - Promoter in all affairs, matters and things aforesaid shall be final and binding upon the Purchaser - Allottee and the Society.
 - h) The Owner - Promoter shall not be required to pay maintenance and other payments and related charges for un-disposed of Flats/Showrooms/Shops / premises in the scheme.
 - i) Any of the aforesaid matters and things may be changed, modified, revised, altered, added, substituted, etc. from time to time by the Owner - Promoter / Society.
 - j) The Owner - Promoter shall not be personally liable or responsible for all and every act, deed, matter and thing done or omitted to be done by it bonafide and as a man of reasonable prudence. The Society and the Purchaser - Allottee shall indemnify and keep indemnified the Owner - Promoter and all other persons under it in respect of thereof.
 - k) All affairs, matters and things in respect of the aforesaid shall be duly recorded and audited by Chartered Accountant. All such accounts and records audited and certified by the Chartered Accountant shall be final, and thereafter the Owner - Promoter shall not be responsible/liable towards the Society, Purchaser - Allottees or Members.
2. The Purchaser - Allottee shall be bound by such rules and regulations as may be framed by the Owner - Promoter and/or Society in the matter of use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement, etc. of common amenities, common areas, facilities, services, conveniences and infrastructure of the Project.
 3. Notwithstanding other provisions contained herein, any arrangement that may be worked out by the Owner - Promoter / Society for or in the matter of management, maintenance, etc. of the Assets of Common Use of the Project, to hold and use Common Maintenance Fund, the rules and regulations regarding use, occupation and enjoyment of the Assets of Common Use, and other matters and things of common interest shall be binding upon the Purchaser - Allottee herein and other allottees of the Said Flat/Showroom/Shop in the Scheme.

4. a) The Owner - Promoter has prepared layout plan for car parking spaces (covered and in open) in the compound, in the margins, under the building and basement, etc. Such parking space shall not be used for any purpose other than parking of private and personal vehicles. Rules, regulations and discipline as regards distribution, maintenance, payment - charges – amounts – security deposit, use and matters and things relating to parkings including reserved parkings by Purchaser - Allottee/s / premises holder/s will be decided by the Society in consultation with Owner - Promoter and the same shall be binding upon the Purchaser - Allottee herein and other purchaser in the Scheme. The Purchaser - Allottee is agreed to be given car parking in compound / margin / basement without any extra charge. The Purchaser - Allottee herein and other premises holders / occupiers will be subject to General Rules of the Scheme in the manner as per Annexure “C” hereto and as may be modified by Society from time to time.
 - b) Assets of Common Use shall be used with due care, caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to others.
5. The Project will finally be handed over to the Society upon the same is fully and finally executed, all Flats/Showrooms/Shops thereof have been sold and disposed of and all the amounts and revenues to be recovered from Project by Owner - Promoter and agencies claiming under it are fully and finally recovered.
6. All administration, affairs, matters and things regarding use, utilization, enjoyment, distribution, sharing, payments, etc. of the Assets of Common Use by and between the Purchaser - Allottees, one or more of them, general or specific, with full interest or limited interest, in part or full, with or without payment of charges, etc. will be decided and will be governed according to rules, regulations, decisions, policies, guidelines and resolutions of the Society.
7. The Lift facility in this building shall be used as per rules of the Owner - Promoter / Service society. It is to be economically used. The Purchasers - Allottees as well as their employees or visitors shall not misuse the said lift and Purchasers - Allottees shall take necessary care and shall co-operate about the use. The lift is of good quality. But it is a machine and is not manufactured by the Owner - Promoter / Service society and Owner - Promoter

purchased it from reputed company, which company installed the said lift in the said building with the help of their engineers/staff. Therefore during the use of the lift and even as a result of any defect or otherwise, if any one is injured or any damage to the life or Flat/Showroom/Shop occurs then the Owner - Promoter / Service society shall not become responsible or liable for it and the Purchasers - Allottees or his/her/their employees etc shall not demand/ shall not be entitled to demand such damages/compensation from them and the Purchasers – Allottees hereby give their assurance and consent in it.

E. SPECIFIC RIGHTS OF OWNER – PROMOTER AND SOCIETY:

1. The over-all control and management of the Project, implementation thereof, power to dispose of Flats/Showrooms/Shops and all and every other related matters, in general shall be that of the Owner - Promoter and the decision of the Owner - Promoter in all matters shall be final and binding upon the Purchaser - Allottee herein and all other Purchaser - Allottees in the scheme.
2. Any part of the Project interior or exterior, margin land, open areas, open spaces, walls, compound walls, parapet walls, terraces, etc. may be used or allowed to be used for advertisement, hoardings, neon sign lights, display, etc. by any person for hire, reward or for any other consideration and manner as Owner - Promoter may deem fit.
3. It has been agreed that the Purchaser - Allottee shall not be entitled for any separate estimate of land contribution, construction contribution or any other separate detailed particulars of the amount paid as price – consideration – contribution of Rs. _____/-. However, the Owner - Promoter for its purpose may account for the same under such different heads of the Project and matters thereof as it may deem proper.
4. The Owner - Promoter / Society shall, in respect of any amount remaining unpaid by the Purchaser - Allottee under the terms and conditions hereof, have a first lien and charge on the Said Flat/Showroom/Shop.
5. The Purchaser - Allottee hereby agrees to pay all the amounts payable under the provisions herein as and when they become due

and payable. Time in this respect being the Essence of the Contract. Further the Owner - Promoter / Society is not bound to give notice requiring payment to be made, time for payment of which is specifically agreed upon herein and the failure thereof shall not be placed as an excuse for non payment of any amount or amounts on the respective due dates. Any payment required to be made by the Purchaser - Allottee under the terms hereof, and time for payment if not specifically provided, shall be paid as and when demanded by the Owner - Promoter / Society.

6. Any delay by the Owner - Promoter / Society in enforcing the terms of this Indenture or any forbearance or giving time to the Purchaser - Allottee shall not be considered as a waiver on the part of the Owner - Promoter to the Purchaser - Allottee nor shall the same in any manner prejudice the remedies of the Owner - Promoter.
7. The Project shall always be known as “ Silver Harmony - II” and this name shall not be changed without the express written permission of the Owner - Promoter. However, the Owner - Promoter may change the name of the scheme at any time or give different names / sub names to its different parts.
8. In case of any disagreement between the Owner - Promoter and the Purchaser - Allottee as regards any matters provided or not provided herein, the decision of the Owner - Promoter shall be final and binding upon the Purchaser - Allottee.

F. INSURANCE AND MAINTENANCE SURVEY:

1. The Purchaser - Allottee shall insure and keep insured the Said Flat/Showroom/Shop against loss or damage by fire, earthquake,

riot, war, flood, civil commotion, act of God or such other risks to the full value thereof, with nationalized insurance company of repute having office at Ahmedabad, and in the event of the Said Flat/Showroom/Shop being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Flat/Showroom/Shop as soon as reasonable, practical and required.

2. The Purchaser - Allottee shall not do or permit to be done any act or things which may render void or voidable any insurance of any Flat/Showroom/Shop in the building or any part of the building or cause any increased premium payable in respect thereof.
3. The Purchaser - Allottee shall permit the Owner - Promoter / Society and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Flat/Showroom/Shop or any part thereof to view and examine the state and condition thereof and the Purchaser - Allottee shall make good any defects found within ten days of the giving of such notice in writing by the Owner - Promoter / Society to the Purchaser - Allottee.
4. The Purchaser - Allottee shall permit the Owner - Promoter / Society and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Said Flat/Showroom/Shop or any part of the building / Project and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, water and drainage pipes, cables, water covers, gutters, wires, or other conveniences belonging to or servicing or used for the building/s and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas, water pipes and electric wires, cables for internet/TV and for similar or other purposes.

G. SPECIFIC COVENANTS BY PURCHASER - ALLOTTEE:

1. The Purchaser - Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment

acquisition/sale/transfer of immovable properties in India etc. and provide the Owner - Promoter with such permission, approvals which would enable the Owner - Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser - Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the ForeignExchange Management Act, 1999 or other laws as applicable, as amended from time to time.

2. a) The Purchaser - Allottee shall not without the prior written permission of the Society, let, sub-let, sell, transfer, convey, mortgage, assign, charge or in any way encumber or deal with or dispose off the Said Flat/Showroom/Shop nor assign, underlet or part with his interest or the benefit of the allotment or any part thereof until the Purchaser - Allottee shall have obtained permission of the Society, and such permission may be granted as per rules and regulations of the Society.
- b) Any such approval may be granted by the Society as per its rules and regulations, and upon payment of such amount as may be stipulated by the Society by way of transfer fees or otherwise, and only if there is no outstanding breach or violation of any of the provisions herein and amount payable to the Owner - Promoter / Society and EMA on any account whatsoever.
3. The Purchaser - Allottee shall at no time demand partition of his/her/its interest in the Project or the Land. It being agreed and declared by the Purchaser - Allottee that his/her/its interest as stated above is impartible, except exclusivity of Purchaser - Allottee of Said Flat/Showroom/Shop
4. The Purchaser - Allottee has required eligibility to become member and share holder of the Society as per bye-laws, rules and regulations and resolutions of the Society, and shall be required to become member and share holder of the Society, and shall be bound by all past, present and future rules, regulations, decisions, policies, guidelines, resolutions, etc. of the original society and the Society herein.

5. The Purchaser - Allottee for all practical purposes will be deemed to hold the Said Flat/Showroom/Shop as member and share holder of the Society.
6. The Purchaser - Allottee is aware and has perused and studied the constitution of the Society, rules and regulations thereof and the resolutions, decisions, etc. taken or adopted from time to time from incorporation thereof till date. The Purchaser - Allottee accept and confirm the same and also shall not be entitled to dispute, challenge or object the same.
7. Further, the Owner – Promoter has been transferred undivided share in entire land to the Purchasers - Allottees for making complete and proper title in the name of Purchasers - Allottees and for enter his/her/their name in the revenue records, However if in future entire common area together with the land is to be required to transfer in the name of association of the Purchasers - Allottees or the competent authority as per the said act, then in such case Purchasers - Allottees alongwith other members of the buildings shall be transfer the said land in the name of association and all cost shall be bear by members of the buildings/blocks in proportionate basis.
8. That Purchaser - Allottee agree and assure that if he/she/they has made payment by way of post dated Cheque or any other instrument (other than Cash) same must not be dishonored by any reason whatsoever, otherwise Owner – Promoter shall be free to take appropriate Legal action under the Negotiable act as well as any other law that may be applicable against Purchaser - Allottee or otherwise. That any dispute that may be occur between Purchaser - Allottee at any time it will be subject to Ahmedabad Jurisdiction and whatever expense are suffered by the Owner – Promoter the same shall have to be reimbursed by Purchaser - Allottee. The Purchaser - Allottee agree that in such event, the Owner – Promoter shall be free to terminate the said Deed of Conveyance at its sole desecration, and will be entitled to transfer the said Flat to any other Prospective Purchaser/s at such price as it may deem fit, and amount paid by Purchaser - Allottee will be repaid to the Purchaser - Allottee after deducting necessary administrative charges.

9. Any dispute between parties shall be settled amicably under mutual discussion and failing which it may be settled under Arbitration And Conciliation Act 1996 In case of failure to settle the dispute amicably or through arbitration, the same shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

H. FURTHER DEVELOPMENT AND CONSTRUCTION AND DISPOSAL THEREOF:

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

I. JOINT HOLDER:

1. In case the Purchaser - Allottee is joint, consists of more than one, the permission of the usage of the Assets of Common Use by the other joint Purchaser - Allottee will be through the First of such joint Purchaser - Allottee, and shall not be independent or separate.
2. All consents, confirmations etc. if and when required of the joint Purchaser - Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Purchaser - Allottee. However, it has been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of all the joint Purchaser(s) – Allottee(s) shall be required.
3. Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Purchaser - Allottee. All notices, communications etc. may be addressed by the Owner - Promoter to the first of such joint Purchaser - Allottee.
4. The Purchaser - Allottee inter-se shall not be entitled to subdivide the Said Flat/Showroom/Shop, the intent being the Said Flat/Showroom/Shop shall stand in the names of the joint Purchaser - Allottee as one single Said Flat/Showroom/Shop.

J. RIGHTS AND OBLIGATIONS OF SOCIETY:

1. All rights, interests, privileges, advantages, etc. of the Owner - Promoter in respect of the Land and in respect of the Project, undisposed of premises and reserved under these presents are unfettered, unaffected and freely exercisable.
2. The Society shall not add, alter or modify its constitution, rules and regulations, nor shall adopt any resolutions or take decisions nor generally shall do any act, deed, matter or thing which may or can adversely affect the rights and interest of the Owner – Promoter or the provisions of these presents. Anything done in violation thereof shall be null and void ab-initio, and shall not take effect and shall not be binding upon the Owner - Promoter.
3. The Project will be handed over to Society as stated above. However, the handing over of the project shall be for the limited object and purpose to hold, look after, manage, maintain the Project Land, common amenities, facilities and services and other common interest of the holders of the premises in accordance with and under RERA Act. The Owner - Promoter will be entitled to all rights and interest reserved for it under these presents.
4. The Promoter shall not have any claim on F.S.I, additional F.S.I and terrace rights after Building Use permission has been obtained, such rights if any will be owned by the “Association of Allottee”

K. INDEMNITY BY PURCHASER - ALLOTTEE:

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

L. GENERAL – MISCELLANEOUS:

1. The Purchaser - Allottee has been given receipts for all the payments made by him / her / it to Owner – Promoter. The

Purchaser - Allottee shall obtain receipts for all the amounts that may be paid hereafter to the Owner - Promoter / Society. No claim for any payment shall be valid, save and except in respect of which the Purchaser - Allottee has obtained and produce such receipts.

2. The scope of work and services given by and duties of the Owner - Promoter is for and till the completion of work of construction and development of the Said Flat/Showroom/Shop and implementation of the Project actually at site as per Development Plans and Building Use Permission, which is duly completed to the satisfaction of the Purchaser -Allottee.Purchaser-Allottee has visited site taken inspection and verified the completion of the Project it common infracture aminities and facilities.
3. The Owner - Promoter may, at its discretion, provide security, telephone cable, Intercom, Video phone, multipurpose cable, TV channels, CCTV, internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be made available to the Purchaser - Allottees in the scheme. These facilities may be provided through any outside agency under contract with the Owner - Promoter/ society on such terms and conditions as may be finalised by the Owner - Promoter with them. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser - Allottee and other Purchaser - Allottees in the scheme. The Purchaser - Allottee may use such facilities as per rates - price - consideration and terms and conditions as may be fixed.
4. The Purchaser - Allottee hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
5. The Purchaser - Allottee hereby declares that he/she/it has been given copies of papers, permissions, writings, plans etc. and has read, understood, accepted and agreed to each and every term of this Agreement before execution.
6. The Purchaser - Allottee, as the context may require, shall also include their representatives, occupiers, tenants, visitors, authorised person, successors, assigns and all and every other person or persons to claim under him/her/it/them.

7. The expression “Society” / “Owner - Promoter” shall also mean and include any person authorised or nominated by it or its assignee or transferee or successor.
8. The Purchaser - Allottee hereby declare that he / she / they / it has / have read, understood and agreed to each and every conditions, provisions, stipulations and covenants before execution hereof.
9. The Owner - Promoter has declared and announced its scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.
10. The “Heading” in these presents are inserted for convenience only, and shall not control, govern, or affect the spirit, intention and interpretation of provisions thereof.
11. The letters, receipts and/or notices issued by the Owner - Promoter dispatched Under Certificate of Posting to the address of the Purchaser - Allottee or by way of E-mail, as known to the Owner - Promoter will be sufficient proof of receipt of the same by the Purchaser - Allottee and shall completely and effectively discharge the Owner - Promoter.

ANNEXURE “C” (OPTIONAL)

GENERAL RULES OF THE SCHEME

1. The common areas, amenities, facilities and services are like common plot, garden, gym, indoor games, etc. The same may be revised, up-graded, renovated, added, omitted, etc. (Hereinafter referred to as the “Assets of Common Use”).
2. Assets of Common Use will be allowed to be used by the members. The same may be allowed to be used by their guest or tenant as per such rules and regulations as may be framed from time to time.

3. The Assets of Common Use shall be used with due care and caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to the others.
4. The members shall give all co-operation as the nature and circumstances may require to maintain and keep the same clean and in good proper condition.
5. Necessary provision to be made by the Society for proper safety, security and protection of the Assets of Common Use. The members shall extend all co-operation to the security staff and house- keeping staff, for garbage-trash-waste disposal, maintenance of cleanliness and other necessary and required utilities from time to time, and shall follow instructions and rules in relation thereto. In case of disregard or disobedience, members will not be allowed any access or use to any of the Assests of Common Use.
6. Common entrance to the Project / Scheme / Buildings will be provided with security personal, and the entry and exit will be managed and controlled by security staff as the nature and circumstances may require for proper, safety, security and protection, including entry on production of ID, maintenance of visitors book, signing of register, to close the gate after late night of about 11 p.m. and to open as may be required to go out or get in, etc. on verification of proper identity. The members shall co-operate the security staff for the same. Surveillance / Camera / CCTV facility may also be provided.
7. Any work of interior decoration, furniture or design will be done only under intimation to the Society / Owner - Promoter with prior permission. Such permission will be granted with such restrictions as may be imposed, like
 - i) payment of security deposit as may be levied, which will be refunded without interest upon the work is carried out accordingly. Damage if any, caused in the project / building / Assets of Common Use will be deducted therefrom,
 - ii) design of the work, if involves any change in civil work to be approved,

- iii) Passenger Lift will not be used for carrying materials,
- iv) the work will be carried out only during the day time, 9 a.m. to 8 p.m. only.
- v) the names and details of the persons engaged in the work to be given,
- vi) the estimated time for completion of work to be given,
- vii) the work to be carried out in a manner without causing any nuisance, annoyance or damage to the others.
- Viii) No working staff shall reside in the flat during the work of interior decoration beyond said fixed timings.

8. The members shall not make any temporary or permanent change, modification or alteration in the location, of electricity meter, internal toilets, pantry, etc. and also of specifications and infrastructure and related paraphernalia nor shall make any additions or alterations in the structure of the building, nor shall do anything which may cause damage or which may weaken the structure of the building, like slab, columns, beams, load bearing walls, etc.

9. Facility of parking will be used subject to following rules.

- a) Specific Reserved Parking Numbers to be given. RTO car registration number to be given.
- b) This will entitle an exclusive PERSONAL right to use the reserved parking for the purpose of parking of vehicle. Such will be facility as licensee.
- c) The ownership of the parking or no permanent interest in parking will be given. Such parking will continue to be a part of the common infrastructure and facilities of the Scheme / Society subject to Reserved Parking.
- d) Reserved Parking will be used only for the purpose of parking vehicles and for no other purpose whatsoever.
- e) Parking space shall not be covered with chain-link or in any other manner and shall always be kept open.

- f) The reserved parking space shall be kept properly maintained and cleaned, though common maintenance of the parking area will be attended as part of common amenities, facilities and services.
- g) Drive-way of the parking shall be kept clear and free, and shall not be obstructed under any circumstances whatsoever, nor any article, material or thing shall be put thereon or thereat.
- h) This facility of Reserved Parking will be attached to Flat/Showroom/Shop and is intended to go along with transfer or transmission of Flat/Showroom/Shop as facility running with the premises.
- i) Reserved Parking shall not be separately heritable, transferable or assignable in any manner whatsoever, except running with the premises.
- j) Reserved Parking shall not be allowed to be used by any third party including any other holder of premises.
- k) The Reserved Parking holder shall not erect, construct or install any type of temporary or permanent board, signage or structure or furniture for storage of any article, material or thing. Except parking of vehicle, no other material, article or thing, including relating or referring to the vehicle shall be kept or stored at parking space. To be more precise except parking of vehicle no article, matter or thing shall be kept or stored thereat.
- l) The Reserved Parking holder shall be required to give registration number of vehicles to be parked. Any change shall be notified to Society.
- m) Parking of the vehicle will be at the risk and consequences of the premises holder, and Society and the management will not be responsible for any type of loss, damage, theft, etc. of the vehicle or relating thereto.
- n) Drive-way shall be used, vehicles shall be parked, taken out, etc. without causing any damage to, hindrance, obstruction, unnecessary noise in pollution, the parking

area, and without causing any damage to the person and property of the other vehicles. In general, the parking will be used with extra care and caution, so as not to cause any harm, injury or damage to person and vehicles of the occupants / Flats/Showrooms/Shops holders and their authorized representatives and visitors.

- o) Reserved Parking will subject to such other terms, conditions and discipline that may be imposed from time to time, including as regards payment of Security Deposit, security or maintenance or administration or management charges.
- p) After giving of parking if it is found that the holder of the Reserved Parking has not requirement to use parking, the same may be required to be surrendered temporary or permanent as the circumstance may be and will be made available to him upon his requirement at future time. Reserved Parking, accordingly, may be given for temporary use to others.

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

- i) Such terrace will be kept cleaned, maintained and kept in proper order and condition, and at their respective cost and expenses will repair and maintain the same as may be required from time to time as aforesaid.
- ii) The terrace will be used as part of facility attached to the flat for the purpose to commensurate with the use of the Flat. The same will not be used for any other purpose, including for any storage of materials, articles or things. The same will be used as open terrace attached to flat.
- iii) The Society / Owner – Promoter will have access at reasonable times, under normal circumstances after prior notice and permission, for repair and maintenance of water tanks, water supply lines, electrical lines, etc. that may be passing through the terrace, also for any urgency or emergency reason like by Government, police, medical purpose, evacuation, rescue operation, etc. as may be required.

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

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

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

DATED THIS DAY OF 2020

AVIRAT AMIRAJ BUILDCON

AND

(PURCHASER – ALLOTTEE)

DEED OF CONVEYANCE

M/S. H.DESAI & COMPANY
SOLICITORS AND ADVOCATES
202 Titanium One,
Nr. Rajpath Club, S.G. Highway,
Ahmedabad – 380 059.
AHMEDABAD-380006.
Tel. Nos. 29707251,
29707252, 29707253
File No. Bjm/163/2019

163con1.19(RERA)
Rera-conveyance-flat