

ZAHRA
RESIDENTIAL APARTMENT NO.____/____
SALE DEED

THIS SALE DEED IS EXECUTED at Ahmedabad on this ____ day of _____, 2017,

BETWEEN

EXCEL PROCON LLP, a Limited Liability Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008, having Registration No.AAA-5522, dtd.12.07.2011 and having its principal place of business at : 1001, Shapath-1, Opp. Rajpath Club, S.G. Highway, Ahmedabad, (P.A. No.: AADFE 5084 F), represented by its Designated Partner :- **Manoj Rohitbhai Patel**, (Aadhar No. _____), hereinafter referred to as the "**Owner / Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective Designated partner) of the **FIRST PARTY**.

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AND

_____, (Aadhar No. _____) (PAN No. _____), aged about ____ years, residing at : _____, Ahmedabad,

hereinafter referred to as “the **Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PARTY**.

WHEREAS:

- A. The Owner / Promoter is the absolute owner-occupier of the immovable property i.e. Non Agricultural land bearing Sub Plot No.135/A of Final Plot No. 135 (allotted in lieu of Survey No.358/A/1 admeasuring about: 5969 sq. mtrs.) admeasuring 4232.65 sq. mtrs. (3809 sq. mtrs. Residence N.A. + 423 sq. mtrs. Commercial N.A.) of Town Planning Scheme No. 37 (Danilimda North Sector-4), situated, lying and being at Moje Danilimda, Taluka Maningar, District of Ahmedabad and Sub District of Ahmedabad-5 (Narol). (Hereinafter referred to as “**the Said Land**”). The Said land was acquired by the Owner / Promoter vide Sale Deed vide Sr. No. 6385, dtd.21.10.2014 at the office of the concerned Sub-Registrar of Ahmedabad-5 (Narol).

AND WHEREAS:

- B. In pursuance of the aforesaid Registered Sale Deed, the Owner / Promoter is seized and possessed of the said Land with entitlement to construct buildings thereon:
- C. The Owner / Promoter has earmarked the Said Land for the purpose of building a Commercial cum Residential Project on the said land

in the name of “**ZAHRA**”. The said Commercial cum Residential Project is hereinafter referred to as "**the Project**";

- D. The Ahmedabad Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated 07.02.2014 bearing No. BLNTS/SZ/300713/GDR/A0129/R0/M1 and BLNTS/SZ/300713/GDR/A0131/R0/M1 and BLNTS/SZ/300713/GDR/A0130/R0/M1, Rajachitthi Nos. 00685/300713/A0129/R0/M1 and 00687/300713/A0131/R0/M1 and 00686/300713/A0130/R0/M1 issued on the same date Revised approval dated 26.03.2015 bearing No. BHNTI/SZ/300713/GDR/A0130/R0/M1 and BHNTI/SZ/300713/GDR/A0131/R0/M1 and BHNTI/SZ/300713/GDR/A0129/R0/M1, Rajachitthi Nos. 03454/300713/A0130/R0/M1 and 03455/300713/A0131/R0/M1 and 03453/300713/A0129/R0/M1 issued on the same date;
- E. The Owner / Promoter has obtained sanction/approval of the final plans for the Project from Ahmedabad Municipal Corporation and accordingly the Owner / Promoter has commenced the work of construction and development of the Project;
- F. The Owner / Promoter has got most of the approvals from the concerned local authorities, municipal corporation and/or Government, as required by law, pertaining to the plans, the specifications, elevations, sections of the Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Use Permission for the Commercial cum Residential Project;
- G. While sanctioning/approving the plans the concerned local authority, municipal corporation and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner / Promoter while developing the Project. Upon due observance and performance of the said terms, conditions, stipulations etc. the Building Use Permission in respect of the Project

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shall be granted by the concerned authority, corporation and/or Government.

- H. And the Owner / Promoter have completed the construction of the Project as a result of which the Ahmedabad Municipal Corporation have issued Building use Permission Vide No. BU/SZ/100517/0169, BU/SZ/100517/0170 and BU/SZ/100517/0171 on same dtd.09/06/2017.
- I. The Owner / Promoter has got the project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar vide Registered No._____, dtd.____.____.2017;
- J. By virtue of absolute ownership and possession of the Project, the Owner / Promoter has the sole and exclusive right to sell the Units (Shops as well as Residential Apartments) of the Project constructed upon the Said Land and to enter into agreement(s) with the allottee(s) of the Units (Shops as well as Residential Apartments) and to receive the sale consideration in respect thereof;
- K. The Allottee has applied to the Owner / Promoter for allotment of **Apartment No. ____** of type (____BHK), having carpet area admeasuring _____ sq. meters on (i.e. **Built Up Area of _____ sq. meters** as per the approved plans) on ____ **floor** of the Project known as "**ZAHRA**" constructed upon the Said Land (hereinafter referred to as "**the Apartment**", more particularly described in **Schedule**) **on dated _____.____.2017**. The authenticated Floor Plan of the Apartment & Layout Plan of the Project are respectively annexed as Annexure-A & Annexure-B to this Deed;
- L. Upon approach of the Allottee/s, the Owner / Promoter agreed to sell "the Apartment" to the Allottee/s at or for the total sum or consideration of **Rs._____.00 (Rupees _____**

_____ **Only**) (hereinafter called "the **Total Price**") and upon terms - conditions which was agreed by the Allottee/s. **The Apartment** includes exclusive Balcony having Carpet Area of ____ **sq. mtrs.** and an exclusive Kitchen Balcony having Carpet Area of ____ **sq. mtrs.** It also includes the undivided proportionate share of _____ **sq. mtrs.** in the land underneath the Project and the permanent usage rights of One (01) allotted Car Parking (**on Ground Level / in the Basement**).

- M. Pursuant to the aforesaid the Owner / Promoter - Owner and the Allottee entered into Agreement to Sale duly registered in the office of Sub Registrar of Ahmedabad-5 (Narol) vide Sr. No._____, dtd.____.____.2017.
- N. "The **Total Price**" for the Apartment includes the price of the Apartment and proportionate price of the common areas, price of the exclusive balconies/wash area forming part of the Apartment and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities, The break-up of the consideration is as under :

Block No. ____ Apartment no. _____ __ Bedrooms, a Hall and a Kitchen Floor _____ Carpet Area : _____ sq. ft.	Rate of Apartment per square feet* Rs._____.00 (in words Rupees _____ Only).
Total	Rs._____.00 (in words Rupees _____ Only).

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards “the Apartment”;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax (GST w.e.f. 01st July, 2017), and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of “the Apartment”;
- (iii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees and all other government levies taxes & duties will be paid & borne by the Allottee and not included in the Total Price;
- (iv) The Total Price above excludes maintenance deposit, maintenance expenses, Torrent Power Ltd. – AMC – Legal charges, Extra Work Cost (if any) to be borne by the Allottee and not included in the Total Price.
- (v) Provided that in case there is any change / modification in the taxes, the Total Price payable by the Allottee to the Promoter under this Agreement shall be increased / reduced based on such change / modification;
- (vi) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(vii) The Total Price of Unit/Apartment includes: 1) pro rata share in the Common Areas; as provided in the Agreement. and 2) One Car parking as provided in the Agreement.

- O. The carpet area of “the Apartment” is _____ **square meters** i.e. _____ **square feet** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of “the Apartment”.
- P. At the request of the Allottee, the Owner / Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Owner / Promoter's Architects **M/s.**_____ and of such other documents as are specified under the Act and Rules and Regulations made thereunder and the Allottee is satisfied with the same;
- Q. The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Owner / Promoter, Property Card, Extract of Village Forms VI, VII and XII and other relevant revenue records showing the nature of the title of the Owners to the Said Land on which the Project is being constructed have also been inspected and the Allottee is satisfied in respect of the same;
- R. The authenticated copies of lay-out plans sanctioned / approved by the local authority, municipal corporation and/or Government have also been inspected by the Allottee.
- S. That as agreed, the Allottee has paid "the **Total Price**" for the purchase of the said property to the Owner / Promoter as under:

Rs._____.00	Rupees _____ only paid by the Allottee to the Owner / Promoter by Cheque No._____,
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	dtd.____.____.2017 drawn on _____ Bank, _____ Br.
Rs._____.00	Rupees _____ only paid by the Allottee to the Owner / Promoter by Cheque No._____, dtd.____.____.2017 drawn on _____ Bank, _____ Br.
Rs._____.00	(Rupees _____ Only).

* Owner / Promoter confirms the receipt of “The Total Price” subject to realization of cheques.

T. The Allottee has now requested the Owner / Promoter to execute a Sale Deed for the said property in favour of the Allottee herein. AND the Owner / Promoter at the request of Allottee have now agreed to execute a Sale Deed in favour of the Allottee in respect of the said property, which is more particularly described in the **Rs._____.00 (Rupees _____ Only)** in the manner hereinafter appearing.

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

1. In pursuance of the aforesaid Agreement for sale, and for a full and final consideration of the sum of **Rs._____.00 (Rupees _____ Only)** paid on or before the execution of these presents by the Allottee to the Owner / Promoter (the payment and receipt whereof the Owner / Promoter hereby admits and acknowledges thereof from the same and every part thereof for ever acquit, release and discharge the Allottee), the Owner / Promoter doth hereby grant, sell, assign, release, convey and transfer unto the Allottee for ever the said property, togetherwith all fittings, fixtures, electric supply, electric service, Water supply, drainage and all other essential services and also with paths, passages, water sources, sewers, ditches, drains, trees, plants, lights, liberties, easements,

profits, privileges, advantages, rights, member and appurtenances and togetherwith the rights of using the common facilities of the Project and togetherwith all those proportionate and undivided rights in or upon the common amenities in the Project **“ZAHRA”** belonging to or in anyway appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed by the Owner / Promoter or reputed nor known as part and parcel or members thereof to be appurtenant thereto ALSO togetherwith all the deeds, documents, writings, vouchers and other rights, title relating to said property or any part thereof AND ALL the estate, right, title, interest, use, inheritance, property, benefit, claim and demand whatsoever, both at law and equity of the Owner / Promoter into or upon the said property or any part thereof TO HAVE AND TO HOLD the said property and the said property or any part thereof hereto granted, sold, conveyed, released and assured or intended so to be with its and every of its rights, titles and appurtenances UNTO and to the use and benefit of the Allottee, for ever subject to the payment of rents, taxes, assessments, rates, and duties in relation to the period from the date of the execution hereof and which may hereafter be assessed or chargeable upon the same or which may from the date of these presents become payable in respect thereof for the Project **“ZAHRA”** or to the State of Gujarat or Ahmedabad Municipal Corporation, or any other local body or bodies.

2. AND the Owner / Promoter doth hereby for themselves and their office bearers, Legal heirs, Administrators, Executors, Successors & Assigns covenant with the Allottee that notwithstanding any act, deed, matter, or thing whatsoever by THE Owner / Promoter or any of them or any person or persons lawfully or equitably claiming by from through under or in trust from them made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Owner / Promoter now have for themselves, good right, full power and absolute authority to grant, sell, convey, release and assure the said

property hereby granted, released or assured or intended so to be UNTO and to the use of the Allottee in the manner aforesaid. AND the Allottee shall and may at all times hereafter peacefully and quietly enter upon or occupy, possess and enjoy the said property, privileges and benefits of the “said property” and receive the rents, issues, profits and benefits thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Owner / Promoter or any person or persons lawfully or equitably claiming or to claim by from under or in trust for it or any of them AND that free and clear and freely and clearly and absolutely acquitted exonerated released and for ever discharged, or otherwise by the Owner / Promoter well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estates, titles, charges, encumbrances, whatsoever either already or hereafter made executed, occasioned or suffered by the Owner / Promoter or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them and or any of them. AND FURTHER that the Owner / Promoter and all persons having lawfully or equitably claiming any estate right title or interest at law or in equity whatsoever in the said property hereby granted conveyed transferred and assured or any part thereof by from under or in trust for the Owner / Promoter, their heirs, executors, successors and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Allottee do and execute or cause to be done and executed all such further and other acts, deeds, things, evidences, conveyance and assurances in law whatsoever for the better and more perfectly and absolutely assuring the said property and every part thereof UNTO and to the use of the Allottee in the manner aforesaid as shall or maybe reasonably required by the Allottee, his/her/their/its successors in titles or assignee or his/her/their/its counsel in law for assuring the said property and

every part thereof hereby granted conveyed transferred and assured unto and to the use of the Allottee in the manner aforesaid.

THIS DEED FURTHER WITNESSETH AS UNDER:

1. As the Building Use Permission is issued by the Ahmedabad Urban Development Authority, the Owner / Promoter have handed-over the physical possession of the said property to the Allottee.
2. That the Owner / Promoter has incorporated “_____ Co-Op. Housing Service Society Limited” (registered under The Co-Operative Societies Act, 1961 vide Sr. No. _____, dtd. _____) for the purpose of maintenance and upkeep of the Project including common parts and elements and the Allottee shall co - operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the purpose. The Allottee shall subscribe and contribute towards costs and expenses incurred for formation of Maintenance Society on pro-rata basis of the sizes of their individual Units. And the Allottee shall co - operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the purpose.
3. And the Allottee agrees to become a member of and observe the rules, framed from time to time by the Owner / Promoter / Maintenance Society for quiet and peaceful enjoyment of the said Units/Project, whereby the Project remain a decent Project. And the Allottee shall proportionately liable and accept the payments made by the Owner / Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of the Apartments whichever is earlier and Allottee shall pay to the Owner / Promoter / Maintenance Society, the non-refundable maintenance on proportionate basis on demand as and when required.
4. The Owner / Promoter shall maintain until the last Unit of the said Project is being sold and possession of the same being handed over to

the concerned Unit Holder after which the management of the Maintenance Society will be handed over to the members of the said Project. Thereafter the Owner / Promoter shall hand over the charge of the Maintenance Society to the members of the said Project. Whenever the administration of Maintenance Society is been handed over to the members from that time it will be owned and controlled by the Co-Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest and not number of members. It shall have such constitution as reasonably provided by the Owner / Promoter at the initial stage and such constitution may provide for alteration of its constitution, arbitration of disputes between Co-Owners and regarding common user and certain important decisions to be taken by more than three-fourths of the Co-Owners.

5. No individual / independent Allottee or group of Allottees will form any other Ad-Hoc-Committee, Holding Organization or Maintenance Society / Company, other than the one formed by the Owner / Promoter nor will the Owner / Promoter be obliged to recognize one, if at all formed, despite this restriction, unless the same has the 100% collective mandate of all the Allottees.
6. That the Allottee from the date of execution of this Sale Deed shall pay all the outstanding and out going towards the Government and Semi-Government Taxes, Local Authority Taxes including Municipal Property Taxes, Electricity Bill of Torrent Power Ltd., AMC Drainage Charges, Water Tax, Adani Gas Usage Charges etc. and all other amounts payable in connection of the said property.
7. The Allottee shall at his/her/their/its own costs, charges and expenses mutate the said property in his/her/their/its name as absolute owner and occupier in all the government & semi-government records as well as in the records of Local Authority & Torrent Power Ltd., and the Owner / Promoter indemnifies that whenever for the same if their

sign, affidavit, bond, declaration or any other document is required it will fully co-operate from time to time.

8. The Allottee agrees that all the rules, regulations and by-laws of the Maintenance Society formed by the Owner / Promoter for the purpose of maintenance and upkeep of the Project, shall be applicable and binding to him / her / them and he / she / they will perform his / her / their part of obligations and will also become member of said **MAINTENANCE SOCIETY**.
9. The Allottee shall have no right in and shall not use the common areas either for parking of cars or other motor vehicles or two wheelers or otherwise and all the other common areas not required by the Allottee for ingress to and egress from the said property as otherwise expressly conveyed and agreed or expressed so as to belong to the Allottee.
10. In case of the Allottee or its transferee / assignee desires to let-out the said Property on Lease / Leave & License basis, shall not be entitled to do so without taking the prior written consent of the **MAINTENANCE SOCIETY**. And if the **MAINTENANCE SOCIETY** finds any such kind of usage, shall become entitled to evacuate such users from the said property without any prior intimation / permission.
11. Only the Allottee shall be responsible for the repayment of loan, if any taken by the Allottee from any financial institution for financing the purchase of the said property. The Owner / Promoter shall not have any liability or responsibility in this regard.
12. The Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment;

- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owner / Promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
13. That the Allottee will not conduct any illegal activities or malpractice barred by any provision or law of India in the “said property” and if found guilty for the same the Allottee solely will be held responsible for the said offences.
14. To allow the Owner / Promoter or its representative and/or the representatives of maintenance company/society with/without workmen, to enter into the said property for the purpose of maintenance and repairs with prior notice.

15. To be proportionately liable and accept the payments made by the Owner / Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of the said property whichever is earlier including the rates and taxes for and/or in respect of the Project including common parts/area to be paid by the Owner / Promoter out of the non-refundable maintenance expenses taken for one year and further more to be wholly liable and responsible for payment of the Municipal rates and taxes for the said property from the date of completion or date of possession, whichever is earlier, and pay the same to the Owner / Promoter / Ad-Hoc Committee / Maintenance Society as the case may be on proportionate basis on demand, till such time the Mutation of individual Units are completed and individual Allottees are assessed separately.
16. In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Owner / Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Owner / Promoter and / or Maintenance Society as the case may be towards such liability.
17. To be liable and responsible for direct payment of electricity, gas, water etc. and other utilities consumed in or relating to the said property wholly and proportionately in relation to common parts & facility which shall be paid by the Maintenance Society.
- 18.(a) The Owner / Promoter reserves the right to administrate the Parking Discipline and Parking Facility of the entire Project as the Owner / Promoter may deem fit at its sole discretion. And none of the Unit Holder of the said Project or their transferees / assignees etc. will be entitled to raise any objection against such administration.

- 18.(b) The front side Parking area of the Ground Level Opposite the Ground Floor Showrooms (Main Road Side) shall be exclusive parking for the Ground Floor Showroom owners; their employees and Visitors and for the visitors, employees of the office of the building. And the same shall be used on first come first Served basis at the risk of person Parking his/her vehicle. The Ground Floor Showroom owners, their employees and /or their visitors and /or their tenants shall neither be entitled to use Basement Parking of the said Project to park any vehicle nor be entitled to use the Ground Level Parking Slots situated in the inside area of the said Project to park any vehicle. The Basement Parking of the said Project as well as the Ground Level Parking Slots situated in the inside area of the said Project has been made reserved only for the residential Apartment Holders and their transferees / assignees etc.
- 18.(c) That the Promoter / Maintenance Society may allocate or define use of all or any of parking spaces in such manner that all the Apartment Holders shall get parking usage right of at least minimum One (01) space to park his / her / their / its Vehicle. Provided however, and it has been specifically agreed and accepted by the Buyer that after making provision of One (01) parking space per Apartment, the remaining area of the Parking Space shall be used / transferred / assigned by the Promoter for such purpose and in such manner as the Promoter may deem fit and proper and neither the Maintenance Society nor any member shall have any right to dispute or object the same.
- 18.(d) That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as regarding any of the covenants agreed under this Agreement. And all the terms and condition as well as all the bindings / undertakings of such documents signed by the Allottee shall be binding upon the transferees / assignees / successors / tenants and future owners and occupiers and users of the said Property.

19. All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to and kept with the Maintenance Society.
20. The Owner / Promoter from time to time may change, alter, add to or modify the Rules of the Maintenance Society and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Apartments by their respective Owners or for the mutual benefit of the Co-Owners.
21. The Allottee shall be proportionately liable and accept the payments made by the Owner / Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of the Apartments whichever is earlier including the rates and taxes for and/or in respect of the said Project and further more to be wholly liable and responsible for payment of the Municipal rates and taxes for the said Unit from the date of completion or date of possession, whichever is earlier, and pay the same to the Owner / Promoter / Maintenance Society as the case may be on proportionate basis on demand, till such time the Mutation of individual Units are completed and individual Allottee is assessed separately.
22. It is made clear by the Owner / Promoter and the Allottee agrees that the Apartment along with Allotted Car parking/s shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

23. The Owner / Promoter hereby declares that the Floor Space Index of ____ sq. mtrs. has been utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Unit based on the construction and sale of Unit to be carried out by the Owner / Promoter by utilizing the FSI.
24. That the Independent Permanent Usage Rights of the Open Terraces connected to the Apartment No. 802 & 803 of “A” Block and “B” Block of ‘the Project’ has been given to the concerned Owners / Buyers of Apartment No. 802 & 803 of “A” Block and “B” Block. This Open Terraces mentioned hereinabove shall exclusively be for the Independent permanent usage of concerned Owners / Buyers of Apartment No. 802 & 803 of “A” Block and “B” Block only. And for the said usage rights the concerned Owners / Buyers of Apartment No. 802 & 803 of “A” Block and “B” Block shall deposit with the Maintenance Society a Non Refundable Amount of Rs.75,000.00 (in words Rupees Seventy Five Thousand Only) per Apartment. In addition to the same the concerned Owners / Buyers of Apartment No. 802 & 803 of “A” Block and “B” Block shall be liable to pay the maintenance charges whichever may be decided by the Maintenance Society. Further the Terraces of the Open Terraces above the Top Floor of “A” Block, “B” Block and “C” Block of ‘the Project’, shall be for the common usage of the rest of the Unit / Flat Holders of the said scheme. It is however made clear that no Unit / Flat Holder or their transferees / assignees shall raise any objection against allotment of Independent permanent usage of the Open Terraces as referred above to the concerned Owners / Buyers of Apartment No. 802 & 803 of “A” Block and “B” Block of “the Project”.
25. Whereas it is made expressly clear that the Buyer is not given any right belonging to Future F.S.I. and the Buyer shall not be entitled to use the said Future F.S.I. or any part thereof for any purpose whatsoever and whereas the Owner / Promoter or its assigns or

transferees reserves the right to use that future F.S.I. rights to utilize the same in a manner as and when (even after handing over of the possession of the units to the concerned Buyers) they deem fit at their own discretion without asking for any approval from the Buyers or its assigns or transferees shall be entitled to utilize the said Future F.S.I. on such terms & conditions as the Owner / Promoter or its assigns or transferees deem fit and the income thereof shall be of the Owner / Promoter's or its assigns' or transferees'. The Future F.S.I. can also be used by the Owner / Promoter by erecting additional construction above the Top Floors of the "A" Block, "B" Block and "C" Block of 'the Project' (except above the Open Terraces connected to the Apartment No. 802 & 803 of "A" Block and "B" Block of 'the Project'). In such event the Terraces above the newly constructed top floor shall be considered as the terraces for common use of all the apartment holders of the Project. And for any of the above referred activity initiated by the Owner / Promoter or its assigns or transferees Buyer shall not raise any objection for the same and the Owner / Promoter or its assigns or transferees are not required to obtain any permission prior to initiating any such activity. And Buyer is well aware regarding same and shall never raise any objection and if any raised in future all such objections will be considered as null and void.

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

- a) In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Owner / Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Owner / Promoter.
- b) To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said unit wholly and

proportionately in relation to common parts which shall be paid by the Maintenance Society.

- c) Not to subdivide the said unit, servant quarter and/or parking space, if allocated, or any portion thereof.
- d) Not to do any act deed or thing to obstruct the construction and completion of the said Unit/Building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said unit.
- e) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Building including common areas etc. except in the garbage bin provided for.
- f) Not to discharge into any conducting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting medial or drainage of the said Scheme.
- g) Not to cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- h) Not to damage or demolish or cause to be damaged or demolished the said unit and/or the fittings & fixtures affixed thereto or any part thereof at any time.
- i) Not to close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or

permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows, including grill of the said unit which in the opinion of the Owner / Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building. Not to do anything which may damage the RCC Frame Structure of any of the building of the Project. Not to do any internal changes inside the Apartment without the written permission of the Structure Engineer appointed by the Owner / Promoter.

- j) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the Building or cause increased premium to be payable in respect thereof, if the Building is insured.
- k) Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Unit except with the prior approval in writing of the Owner / Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.
- l) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- m) Not to fix or install any antenna on the roof or terrace of the said Scheme nor shall fix any window antenna except the demarcated area provided by the Owner / Promoter.
- n) Not to install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Owner / Promoter.

- o) Not to use the said unit or permit the same to be used for any purpose other than residential viz. for commercial use and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring units/premises or for any illegal or immoral purposes or as boarding house, guest house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place whatsoever. Not to use the said Unit or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys or Diagnostic Laboratory or Chamber either for a Doctor or a Nursing Home or for any other purpose without the consent of the Owner / Promoter. Not to keep in the parking space, if allotted, anything other than private motor car or motorcycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before. Dwelling or staying by any person or blocking by putting any article shall not be allowed in the car parking space.
- p) Not to park car scooter or any vehicle on the pathway or open spaces of the Building or at any other place except the space allotted in writing for car / scooter or any other motor vehicle parking.
- q) Not to keep or store in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable, radio active or explosive or which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise save as may be normal and compatible with good class Project.
- r) To abide by such rules and regulation as may be made applicable by the Owner / Promoter before the formation of the holding organization and/or adhere to the building organization after it is

incorporated to comply with and/or adhere to the buildings and regulations of such holding organization.

- s) The Allottee shall not be entitled to grant lease / leave & license / concession / right of any other nature or type for installing of Bill Board / Microwave Antenna, Communication Tower over the roof of lift machine room / overhead water tank, stair cabin and if any such activity is found the Owner / Promoter shall be entitled to remove every article from the terrace without giving any opportunity and in such case neither the member nor the transferee / assignee / allottee shall be entitled to claim any damages / compensation for any damages may occurred during removal of all the articles from the terrace.
- t) To maintain “the Apartment” at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of “the Apartment” is taken and shall not do or suffer to be done anything in or to the building in which “the Apartment” is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which “the Apartment” is situated and “the Apartment” itself or any part thereof without the consent of the local authorities, if required.
- u) Not to store in “the Apartment” any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which “the Apartment” is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which “the Apartment” is situated, including entrances of the building in which “the Apartment” is situated and in case any damage is caused to the building in which “the Apartment” is situated or “the Apartment” on account of negligence or

default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- v) To carry out at his own cost all internal repairs to the said Apartment and maintain “the Apartment” in the same condition, state and order in which it was delivered by the Owner / Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which “the Apartment” is situated or “the Apartment” which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- w) Not to install or to allow the Maintenance Society or to allow any group of Apartment holders or any body concern to install any hoarding or any advertisement material on the terraces of the Project.
- x) Not to do any catering function pursuant to any marriage, funeral or any other occasion or any spiritual ceremony.
- y) Not to sale / transfer the Apartment without the prior written permission of Maintenance Society and such transfer shall always be liable for payment of transfer fees and / or development charges payable to the Maintenance Society.
- z) Not to damage the common amenities of the Project while transferring the goods, material for interior – furniture work of the concerned unit. And if any damages found, the same shall be liable for fine whichever may be determined by the owner / promoter and / or by the Maintenance Society.
- z1) Not to change or cause to change the name of the Project- ‘**ZAHRA**’ under any circumstances.

27. The Allottee shall not be entitled to transfer or assign the said property without prior written consent of the Owner / Promoter and / or Maintenance Society. Such transfer / assignment can be made subject to the payment of the Assignment Fees to the Owner / Promoter for such transfer / assignment being made to Third Party at the sole discretion of the Owners.
28. The Owner / Promoter shall be entitled to all future vertical and horizontal exploitation of the Project and/or the said premises by way of additional construction or otherwise and for the purpose has and may acquire neighboring or adjoining properties and extend the common services and facilities provided herein, including ingress and egress through this Building to such acquired neighboring or adjoining /adjacent properties including ingress and egress through such adjoining /adjacent properties/premises.
29. **Responsibility of the Lifts :**
 - (i) That the Owner / Promoter shall provide appropriate lifts of reputed manufacturers in all the buildings / blocks of the Project as per the approved plan.
 - (ii) And the Owner / Promoter on behalf of the Maintenance Society, shall maintain the said lifts for Twenty Four (24) Months from the date of B. U. Permission or completion of the Project which ever is earlier after which the maintenance of the said lifts shall be handed over to the Maintenance Society which is going to be managed by the members of the Project. The Owner / Promoter shall obtain appropriate licenses for usage of such lifts from the concerned authorities and keep the licenses renewed and maintained till completion of the aforesaid time period. Upon expiry of such period, the members shall be liable to renew and maintain

the said licenses. And after such hand-over of the Maintenance, the Owner / Promoter shall not be responsible for the Maintenance / up-keeping of the said lifts or licenses.

- (iii) And as the Owner / Promoter shall provide lifts manufactured by the reputed company/ies, for occurrence of any of the accidents while using the said lifts, the Owner / Promoter shall not be held responsible for the same (neither during the initial period as referred above nor after handing over of the maintenance to the maintenance society / members). And only the members shall be responsible / liable to bear the consequences.

29. Structural Safety :

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

30. That the Owner / Promoter has provided the Fire Safety System in the Project and the same is in the working condition as on date of Building Use Permission. Now onwards it will be the responsibility of the Maintenance Society to keep the said System in accurate working condition.
31. That the Owner / Promoter has provided the Percolating Well and Bore well in the Project and the same is in the working condition as on date of Building Use Permission. Now onwards it will be the responsibility of the Maintenance Society to keep the same in accurate working condition.

32. The Owner / Promoter hereby indemnifies to the Allottee that the right-titles of the said property are Clear, Marketable, Saleable and free from all encumbrances. There is no charge, interest or encumbrances, in upon, to or on the said property of any nature whatsoever or any person whomsoever including by way of sale, mortgage, gift, exchange, leave and license basis, care-taker basis, easement rights, trust, benami, partnership, or otherwise.
33. The Owner / Promoter has delivered the photo-copies of all requisite deeds and papers regarding the title of the said property to the Allottee. And the Allottee has satisfied himself / herself / themselves / itself to the best of his / her / their / its satisfaction.
34. The said property is covered in the jurisdiction of Danilimda Police Station, therefore it is not covered under disturbed area of Ahmedabad City, as listed under the Government Gazette and therefore no prior permission of the Collector, Ahmedabad for the transfer of the said property is required to be obtained.
40. It is declared that **Manoj Rohitbhai Patel** (Partner of the Owner / Promoter) has been empowered by the said Limited Liability Partnership Firm to sign and execute all transfer deeds (which includes agreement to sale, sale deeds, deeds of conveyance etc.), thereby he has signed the said Agreement to Sale on behalf of the Owner / Promoter Limited Liability Partnership Firm.
41. It is declared that the Owner / Promoter have appointed **Mr. _____** as their Power of Attorney Holder by executing Power of Attorney registered in the office of Sub Registrar of Ahmedabad-5 (Narol) vide Sr. No. _____ dtd. __. __. 201__. And **Mr. _____** has been empowered and **authorized** only to present, acknowledge and admit before Sub-Registrar on behalf of the Owner / Promoter all the agreements / deeds (including transfer deeds

like sale deed/s, deed/s of conveyance, agreement/s for sale) for various units in the said Project, which have been signed and executed by the Designated partner of the Owner / Promoter Limited Liability Partnership Firm.

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

SCHEDULE 'A'

Residential Apartment No. _____ of type (___BHK), having carpet area admeasuring _____ **sq. meters** on (i.e. **Built Up Area of _____ sq. meters** as per the approved plans) on _____ **floor** in the **Block No.** ____ of the scheme known as "**ZAHRA**" togetherwith the undivided proportionate share in the land underneath the said Project togetherwith the permanent usage rights of One (01) allotted Car Parking (on Ground Level or in the Basement) and togetherwith proportionate share in the common amenities and facilities in the said Project, constructed on the Residential cum Commercial Use Non Agricultural land bearing Sub Plot No.135/A of Final Plot No. 135 and 150 (allotted in lieu of Survey No.358/A/1 admeasuring about : 5969) admeasuring 4232.65 sq. mtrs. of Town Planning Scheme No. 37 (Danilimda North Sector-4), situated, lying and being at Moje Danilimda, Taluka Maningar, District of Ahmedabad and Sub District of Ahmedabad-5 (Narol), and bounded :

On the East :-

On the West :-

On the North :-

On the South :-

: 30 :

Address of the Property :

Sign of Owner / Promoter :

Sign of Allottee :

: 31 :

Address of the Property :

Sign of Owner / Promoter :

Sign of Allottee :

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED]
BY THE **OWNER / PROMOTER :**]
EXCEL PROCON LLP,]
represented by its Designated Partner :-]
Manoj Rohitbhai Patel]_____]
]
]
]

In the Presence of:-

- 1. _____
- 2. _____

: 33 :

ANNEXURE-A

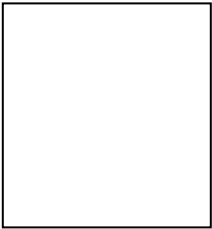
: 34 :

ANNEXURE-B

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

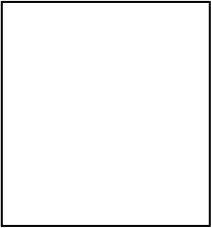
OWNER / PROMOTER

EXCEL PROCON LLP,
represented by its Designated Partner :-

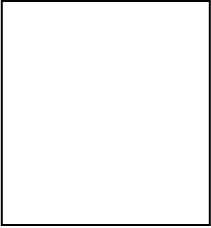


Manoj Rohitbhai Patel

ALLOTTEE



(1) _____



(2) _____