



CONVEYANCE DEED

Villa Number : - _____

(1) Mr. _____

(2) Mrs. _____

CONVEYANCE DEED

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

- 1. Shri. Nirmalbhai Ramanlal Thakkar,
- 2. Shri. Mukesh Nirmalbhai Thakkar
- 3. Shri. Kamlesh Nirmalbhai Thakkar,

1 to 3 – residing at address: 108, Ajeeth Nagar, Behind G.E.B. Colony, Old Padra Road, Vadodara – 390012, and represented thorough **Shri. Kamlesh Nirmalbhai Thakkar (PAN NO: AAWPT5763B)** for self and constituted attorney of 1 to 3,

- 4. Shri. Rashmikant Jayshankar Bhatt,
- 5. Smt. Lopamudra Shashikantbhai Bhatt,
- 6. Shri. Chaital Rashmikant Bhatt,

4 to 6 – residing at address: "Aasharay", 1/Govardhan Park, Sama, Vadodara, and represented thorough **Shri. Chaital Rashmikant Bhatt (PAN NO: ABVPB9294R) for self and constituted attorney of 4 to 6,**

All adults, Indian Inhabitants, Indian Citizens, hereinafter called **"THE OWNERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, legal representatives, executors and successors) of the **First Part,**

And

PACIFICA LAKESIDE DEVELOPERS LLP, (PAN: AAPFP2563G), a Limited Liability Partnership, formed and registered under the Limited Liability Partnership Act, 2008, having its registered office situate at 33, Amrapalash Bungalows, Behind Fun Republic, Ramdevnagar, Ahmedabad – 380 015, hereinafter called **"LLP"**, represented through its authorised signatory Mr. Kaushik Patel, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partners as at present and from time to time and its successors and assigns) of the of the **Second Part,**

AND

(1) Mr. _____ **(PAN: _____)**

(2) Mrs. _____ **(PAN: _____),**

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

the last surviving partner, (in case of Company) its successors and permitted assignees) of the Third Part.

WHEREAS the Owners in different lots and pieces and parcels of Lands, hereditaments and premises situate at Bil (sim), Taluka Vadodara, in the Registration District Vadodara and Sub District Vadodara – 3 (Akota), bearing Revenue Block Numbers and others, more particularly described in the First Schedule hereunder written (Hereinafter referred to as the **“Lands”**).

AND WHEREAS the Owners have agreed for sale of the said Lands to LLP herein as per Agreement for Sale, dated 28th November, 2013, registered under Sr. No. 12733, in the manner and on the terms and conditions contained therein. As indicated and agreed in the said Agreement, LLP agreed to purchase the said Lands for the purpose of development of the same as residential project or otherwise as may be permitted under the applicable building regulations, Development Agreement for the same is made between the Owners and LLP, also dated 28th November, 2013, on the terms and conditions contained therein. LLP has promoted a residential scheme or project on the Lands, consisting of independent residential villas.

AND WHEREAS the Owners have passed the resolution at meeting of the designated partners of PACIFICA LAKESIDE DEVELOPERS LLP held at the registered office of The LLP at 33, Amrapalash Bungalows, B/h Fun Republic Cinema, Ramdevnagar, Ahmedabad, in favour of Mr. Kaushik

Patel for giving authority for signing and execution of documents such as Conveyance Deed of the said project on behalf of LLP.

AND WHEREAS the Owners No.1 to 3, have granted the registered POA in favor of Shri. Kamlesh Nirmalbhai Thakkar under Sr. No.6131 on dated: 21-04-2017.

AND WHEREAS the Owners No. 4 to 6, have granted the registered POA in favor of Shri. Chaital Rashmikanth Bhatt under Sr. No.1610 on dated 28-03-2017.

AND WHEREAS Vadodara Urban Development Authority ("VUDA") as per its Development Permission sanctioned the development plans for the same, dated 29th December 2013, bearing No: UDA/PLAN-3/PERMISSION/123/2013, which consists of residential houses (Villas) (Hereinafter referred to as the "Development Plans"). The expression Development Plans and generally any reference thereof in any form or words shall mean and include any variations, amendments, modifications or changes by the Owners and LLP, and approved by VUDA from time to time. Such entire bigger project approved by the said Development Plans and undertaken by LLP is known or described as **"Casa Lake Side" (Project CLS).**

AND WHEREAS the said Scheme of Villas, Casa Lake Side stands on the land of Revenue Block Nos. 742/B and other more particularly described in First Schedule.

AND WHEREAS the Purchaser as per Booking Agreement, made between LLP and Purchaser, has booked for him, and LLP has reserved for sale to him the residential premises, being Residential **Villa No:** _____, having gross land area admeasuring about _____ Sq. Mts.,(Including additional Land area) equivalent to _____ Sq. Fts., which include undivided share in the common areas of the Project, and having "Carpet Area" as defined under the Real Estate (Regulation and Development) Act, 2016 admeasuring about _____ Sq. Mts. (equivalent to _____ Sq. Fts.), and balcony area admeasuring about _____ Sq. Mts. (equivalent to _____ Sq. Fts all totaling to _____ Sq. Mts. (equivalent to _____ Sq. Fts.) constructed on the land more particularly described in the Second Schedule hereunder written (Hereinafter referred to as the "Residential Villa") for the price or consideration of ` _____/-(_____), and on the other terms and conditions contained therein.

AND WHEREAS the project consists of several residential villas to be disposed of to several prospective purchasers. For the purpose of convenience and efficient management, running and maintenance of the Project CLS and its common development and infrastructure, and for common interest of the purchasers of the villas in the Project CLS, the Service Society will be formed which will consist of purchasers of the residential villas in the Project CLS as its members and shareholders and the Purchaser agrees to become member of the Society. Similar Societies

are proposed to be formed for other separated projects of high rise multistoried project of Project CLS.

AND WHEREAS the Owners and LLP herein shall hereinafter at all places be referred to as the "Owner – LLP". However, the expression "Owner – LLP" at all places shall be read, understood, interpreted and implemented as applicable to the Owners relating to land, and as applicable to LLP relating to development, construction, marketing and sale of the developed property and its financial matters and things.

AND WHEREAS the Purchaser has requested the Owner - LLP to execute Conveyance for the said Residential Villa. The Owner - LLP has agreed for the same, being these presents.

NOW THIS INDENTURE WITNESSETH that

- A. IN CONSIDERATION of the premises and IN FURTHER CONSIDERATION of sum of `_____/-(_____) paid by the Purchaser to LLP (payment and receipt whereof, LLP doth hereby admit and acknowledge and of and from every part thereof forever acquit, release and discharge the Purchaser), the Owner - LLP hereby give, grant, allot and convey by way of sale unto the Purchaser the Residential Villa.
- B. The Purchaser TO HAVE AND TO HOLD all and singular the Residential Villa hereby given, granted, allotted and conveyed 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 SUBJECT to the payment of all rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Municipal Corporation, Panchayat, State of Gujarat or any other public body in respect thereof and SUBJECT TO as stated hereinafter and SUBJECT TO rules and regulations of the Owner - LLP / Society / EMA and of the scheme as may be framed and modified and in force from time to time, and the Purchaser to observe and perform by the Purchaser and SUBJECT TO other matters, conditions, restrictions, prohibitions, stipulations, and covenants of the scheme running with the Residential Villa contained in ANNEXURE "A" hereto and agreed and accepted by the Purchaser.

- C. The Owner - LLP do hereby for itself, its executors, administrators and assigns covenant with the Purchaser THAT notwithstanding any act, deed, matter or thing whatsoever by the Owner - LLP or any person or persons lawfully or equitably claiming by, from, through, under or in trust for it made, done, committed, omitted or knowingly or willingly suffered to the contrary, IT, the Owner - LLP now has in itself good right, full power and absolute authority to give, grant, allot and convey the Residential Villa hereby given,

granted, allotted and conveyed unto and to the use of the Purchaser.

- D. It shall be lawful for the Purchaser from time to time and at all times subject to aforesaid peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the Residential Villa and of every part thereof to and for their own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Owner - LLP or by any person or persons lawfully or equitably claiming by, from, under or in trust for it.
- E. The Owner - LLP agrees at the request and cost of the Purchaser do and execute all such further and other lawful and reasonable acts, deeds, things and matters, for better, further and more perfectly and absolutely giving, granting and allotting the Residential Villa unto and to the use of the Purchaser as shall or may be reasonably required by the Purchaser.
- F. The Purchaser has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Owner - LLP that the Residential Villa given, granted, conveyed, transferred and assigned by the Owner and LLP unto the Purchaser is specifically subject to the followings.
 - i. Matters, conditions, restrictions, provisions, stipulations and covenants contained in Annexure "A" hereto and on the part of the Purchaser confirmed, accepted and to be

observed and performed. The same shall be covenants running with the Residential Villa.

- ii. The Purchaser shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations and decisions as regards general administration and management of affairs and matters relating to common amenities, facilities, services, infrastructures and conveniences of the said Project and generally of common interest and benefit of the holders of the residential villas in the project.
- iii. Without prejudice to the rights, interests, benefits, advantages and privileges of the Owner - LLP in respect of the said Project CLS, in respect of their powers and authorities for disposal of the other residential villas and other premises thereof to other persons.
- iv. Any transfer or assignment inter-vivous or by operation of law or any disposal in any manner whatsoever, of rights under these presents by the Purchaser or by way of transmission thereof on account of inheritance or succession shall always take effect along with the shares and membership of the Society and as per rules and regulations of the Society, and in terms of these presents, and as per common interest, governed, controlled,

managed, administered and monitored by the LLP / Society
/ EMA.

- G. The Land is not falling under Disturbed Area and is not attracted by The Gujarat Prohibition of Transfer of Immoveable Property & Provision for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1991.
- H. As stated hereinabove the total consideration of the said property is `_____/-(_____) which is required to be paid by the Purchasers to the Vendor. However, as per Provision / Sec 194 IA inserted by the Finance Act, 2013 w.e.f. 01-06-2013 in the Income Tax Act and as per said provision / sec. out of and from the amount of total consideration of these present, an amount of `\_\_\_\_\_/-(\_\_\_\_\_) is paid after 01-06-2013 and accordingly an amount of `_____/-(_____) is deducted as tax deducted at source thereon. The Purchasers assure and undertake to the Vendor that they have deposited the aforesaid deducted amount, with the Central Government accompanied by prescribed challan-cum-statement as per the guideline issued by the Income Tax Department. The Purchasers have also assured the Vendor that, they shall give / deliver to the Vendor TDS certificate in Form 16B to the payee within 15 days from the due date of furnishing Form No.26QB. Further, in the event of the Purchasers' failure to deduct and pay the tax as aforesaid, then the Purchasers alone will be liable to pay the interest and/or penalty as also for the prosecution

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

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

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

:- THE FIRST SCHEDULE ABOVE REFERRED TO :-

ALL THOSE pieces and parcels of Lands or grounds, hereditaments and premises situated at Bil (sim), Taluka Vadodara, in the Registration District

Vadodara and Sub District Vadodara – 3 (Akota), admeasuring 23,122 Sq. Mts., in certain Block Numbers: 742/B, 760, 762, 763, 754/B, 755.

:- THE SECOND SCHEDULE ABOVE REFERRED TO :-

ALL THAT the Residential **Villa No:** _____, having gross land area admeasuring about _____ Sq. Mts., (Including additional Land area) equivalent to _____ Sq. Fts., which include undivided share in the common areas of the Project, and having “Carpet Area” as defined under the Real Estate (Regulation and Development) Act, 2016 admeasuring about _____ Sq. Mts. (equivalent to _____ Sq. Fts.), and balcony area admeasuring about _____ Sq. Mts. (equivalent to _____ Sq. Fts.), all totaling to _____ Sq. Mts. (equivalent to _____ Sq. Fts.) constructed on the land, of the scheme known as **“Casa Lake Side”**.

SIGNED & DELIVERED)
BY THE WITHINNAMED : **The Owners**)
1. Shri. Nirmalbhai Ramanlal Thakkar)
2. Shri. Mukesh Nirmalbhai Thakkar)
3. Shri. Kamlesh Nirmalbhai Thakkar)
represented thorough)
Shri. Kamlesh Nirmalbhai Thakkar)
As and for self and constituted attorney of 1 to 3)

4. Shri. Rashmikanth Jayshankar Bhatt)
5. Smt. Lopamudra Shashikantbhai Bhatt)
6. Shri. Chaital Rashmikanth Bhatt)
represented thorough)
Shri. Chaital Rashmikanth Bhatt)
As and for self and constituted attorney of 4 to 6)

SIGNED & DELIVERED)
BY THE WITHINNAMED : **LLP**)
PACIFICA LAKESIDE DEVELOPERS LLP)
Represented thorough it’s Authorised Signatory)
Mr. Kaushik Patel)

In the presence of :)
1.)

2. _____)

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

1. Shri. Nirmalbhai Ramanlal Thakkar,	Photo	Thumb
2. Shri. Mukesh Nirmalbhai Thakkar,		
3. Shri. Kamlesh Nirmalbhai Thakkar,		
Represented thorough Shri. Kamlesh Nirmalbhai Thakkar as and for self		
and constituted attorney of 1 to 3,		

4. Shri. Rashmikanth Jayshankar Bhatt,	Photo	Thumb
5. Smt. Lopamudra Shashikantbhai Bhatt,		
6. Shri. Chaital Rashmikanth Bhatt,		

represented thorough **Shri. Chaital Rashmikanth Bhatt** as and for self and constituted attorney of 4 to 6.

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT.
LLP AFORESAID
PACIFICA LAKESIDE DEVELOPERS LLP
Through its Authorised Signatory

Mr. Kaushik Patel

Photo

Thumb

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

(1) Mr.	Photo	Thumb

(2) Mrs. _____ Photo Thumb

PHOTOGRAPHS OF PROPERTY AS PER SECTION 21 OF REGISTRATION ACT

POSTAL ADDRESS OF PROPERTY
Residential Villa No: _____ , "Casa Lake Side" , Bil, Taluka Vadodara, District Vadodara.
Purchaser(s)

(1) Mr. _____

(2) Mrs. _____

For, The Owners, Represented as self and constituted attorney of Shri. Nirmalbhai Ramanlal Thakkar, Shri. Mukesh Nirmalbhai Thakkar, and Shri. Kamlesh Nirmalbhai Thakkar.

Shri. Kamlesh Nirmalbhai Thakkar
For, The Owners, Represented as self and constituted attorney of Shri. Rashmikant Jayshankar Bhatt, Smt. Lopamudra Shashikantbhai Bhatt, and Shri. Chaital Rashmikant Bhatt,

Shri. Chaital Rashmikant Bhatt
For, LLP, PACIFICA LAKESIDE DEVELOPERS LLP through its Authorised Signatory

Mr. Kaushik Patel

ANNEXURE "A"

**The Purchaser agrees, confirms and accepts the Matters - Conditions
– Restrictions – Prohibitions – Stipulations – Covenants, etc. as stated
hereafter.**

1. The Purchaser has made aware himself about all details and particulars of the Lands of the proposed Project CLS in general and Project CLS in specific. The Purchaser has accepted that the Owner – LLP has not created any charge or encumbrance of any nature whatsoever. The Owner - LLP has given copy of the Development Plans and documents, papers and records referred to therein. The Purchaser has carefully perused and studied the same. The Purchaser is satisfied about them. The Purchaser shall neither be entitled to raise any specific or general enquiry on any matter relating to the same, nor the Owner - LLP shall be under any obligation to answer or satisfy the same.
2.
 - a. The possession of the Residential Villa is handed over to the Purchaser duly complete in all respect with all usual utilities of water, drainage, sewerage, electricity, etc. Purchaser has checked and verified the measurement of the plot and construction of Residential Villa and has accepted the same as it is at site. The Purchaser is satisfied about the quality of construction and materials used in construction of Residential

Villa. The Purchaser has no complaint or grievance for the same.

- b. The construction of the said Residential Villa has been carried out as per agreed specifications of construction and materials used therein.
 - c. Any levies or taxes direct or indirect of the State Government or local authority or Central Government or any public authority in a form of taxes or in any other form applicable, present or future, shall be entirely borne by the Purchaser and paid extra to Owner – LLP or other concerned persons or authorities, including without limitation Service Tax, Value Added Tax, Labor and Workers Welfare Tax.
 - d. The Residential Villa is allotted and conveyed and possession thereof is handed over to the Purchaser subject to applicable provisions of law as at present and from time to time and subject to any future Development Plan, Town Planning Scheme, Building Regulations, etc. and amendments, variations or changes thereto from time to time.
3. The Purchaser shall have no claim with respect to any part of the Project CLS, save and except in respect of the Residential Villa of Project CLS and right to use, utilize and enjoy the facility of

common amenities, facilities, services, conveniences and common infrastructures of the Project CLS.

4. As stated above, different Societies / Service Societies are proposed to be formed for different part of the Project CLS as may be implemented from time to time. Suitable common arrangement or understanding may be worked out between such Societies for proper, better, efficient, convenient holding, management and administration. The common matters, infrastructure, amenities and facilities of Project CLS, including lands, construction, common development and infrastructure relating to recreation facilities of club house, common external roads, common open spaces, and common plots shall absolutely and permanently belong to LLP only.
5.
 - a. The Purchaser shall pay Common Maintenance Expenses and Common Maintenance Fund, and other common cost – charges – expenses as regards common infrastructure and amenities and facilities as may be fixed by LLP / Society / EMA from time to time. In case of delay or default in payment thereof as may be demanded, the Owner - LLP / Society / EMA may stop or discontinue use of such Common Development to Purchaser.
 - b. The over-all permanent ownership, control, administration and management of the Project and its infrastructure, common

plots, common open spaces, common amenities, facilities, club house, services and conveniences ("Common Development") shall belong to LLP only permanently. The LLP may with further right as per clause (4) above, at its discretion, continue its role in management as herein.

In the premises, the Purchaser accept and confirm as stated below.

- i. The matters and things as regards affairs relating to Common Development and to manage, maintain, control, regulate, monitor, look after, renovate, up-grade, etc., the Common Development will be attended by LLP, subject to other provisions herein.
- ii. LLP may attend the aforesaid by itself or through Society or EMA. The Owner - LLP may arrive at any arrangement, agreement or understanding for the same, on such terms and conditions as may be negotiated and finalized by the LLP.
- iii. The LLP may manage the matters and things relating to the Common Development either directly or through any other, and in doing so may directly appoint employees on its payroll or on the payroll of the other or appoint different agencies to provide various services concerning the same.

- iv. The LLP may appoint an Estate Manager and other supporting staff for day to day management of the Project and its Common Development on its pay role or otherwise.
- v. Common Maintenance Expenses and Common Maintenance Fund to be handled, managed, parked / invested, used, utilized, etc. in the hands of, or through or by the LLP or Society or EMA as may be decided by LLP. The Purchaser shall not be entitled to object, dispute or challenge the same or shall not be entitled to require or investigate any matter or detail relating thereto.
- vi. The LLP / Society / EMA may hire professional managers and/or management agency for supervision and management of the Common Development.
- vii. The Common Maintenance Fund will be payable by the purchasers upon handing over of possession by the LLP to them. The LLP will not be required to contribute towards un-sold units in its hand.
- viii. The purchasers in the Project will be required to obtain permission of the LLP / Society / EMA to sell, or otherwise deal with or dispose of their Residential Villa and will be required to pay by way of such transfer fees as may be fixed from time to time by LLP / Society / EMA.

- ix. The purchasers in the Project will be required to obtain permission of the LLP / Society / EMA to rent/lease their Villa.
- x. The use of Common spaces and other service of the Common Development will be subject to such rules and regulations and payment of fees, charges, deposit, etc. as may be fixed from time to time by LLP.
- xi. Any of the aforesaid matters and things may be changed, modified, revised, altered, added, substituted, etc. from time to time by the LLP.
- xii. The Purchaser regularly without any delay or default shall pay the maintenance, administrative and other management and user charges that may be fixed, levied, charged or imposed by LLP / Society / EMA from time to time. Without prejudice to the other rights and remedies of LLP / Society / EMA otherwise available under the law, in case of regular or continuing delay or default in making such payments or part thereof, the LLP / Society / EMA may stop, suspend or discontinue use of Common Development to Purchaser.
- xiii. The decision of LLP / Society / EMA, in charge of Common Development, in all matters and things aforesaid shall be

final and binding upon the purchasers / holders of premises in the scheme.

6. All rates, charges, taxes, cesses, assessments and all other outgoings in respect of the Residential Villa levied, charged, or imposed by Gram Panchayat or by any local body or authority shall be borne and paid by the Purchaser. Till the Residential Villa is not separately assessed for the same, the Purchaser shall pay to LLP / Society / EMA such amount as may be fixed by them in advance towards such payments and other outgoings.
7. The Residential Villa shall be used only for residential use and for no other purpose whatsoever.
8. If any amount hereafter becomes payable to VUDA, Town Planning Authority, State Government or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Owners or LLP, the same shall be paid by the Purchaser, and if necessary the same shall be apportioned between the holders of premises in the scheme.
9.
 - a. The Purchaser shall maintain at his cost the Residential Villa in the same good condition, state and order in which it is delivered to them and shall abide by all bye-laws, Rules and Regulations of the Government, Vadodara Urban Development Authority, Nagar Panchayat, District Panchayat, Electricity

Company, local bodies and other authorities and shall attend, answer and be responsible for all actions.

- b. The Purchaser hereby covenants to keep the Residential Villa neat, clean and tidy and saved and protected from trespasser, from being illegally used or occupied and to keep such construction, sewers, drains, pipes, appurtenances belonging thereto in a good, tenable repair and condition.
- c. The Purchaser may make interior design or decoration in the Villa as it may deem fit and proper. However, no such interior design or decoration shall be undertaken, which involve modification, alteration or renovation ("Such Change") of any structural part of the Villa without the express written permission had and obtained of the LLP / Society / EMA. Such permission may be granted by the LLP / Society / EMA upon the following conditions:
 - i. Such Change does not jeopardize or adversely affect the structural safety of the Villa and safety and security of the person and property of the persons in the neighborhood or surrounding the Villa.
 - ii. Such Change shall not be undertaken during odd peaceful and quite period of the day, and does not cause any nuisance or annoyance to them and shall be completed

within the time frame that may be stipulated by the Owners.

- iii. Subject to clause 10 (b) herein, and,
- iv. Subject to building safety codes and applicable GDCR rules and regulations.
- v. Subject to such other conditions as may be imposed by the LLP / Society / EMA, which is generally in the common interest of the other purchasers and occupiers of other premises in the scheme.

10.

- a. The Purchaser shall not put any Sign Board on the Residential Villa without the written consent of the LLP. The place, color and size of the Board shall be decided by the LLP.
- b. The outside elevation, design and color scheme of the Villa shall be maintained and shall not be changed.
- c. The Purchaser shall not put up any additional construction. The Purchaser shall not make any additions or alterations in the Residential Villa without the written permission of the LLP / Society / EMA. However, such permission may be given subject to such terms and conditions as LLP / Society / EMA may impose.

11. The terms and conditions of the said Booking Agreement specifically not dealt with herein shall be deemed to have been

incorporated herein and shall form part and parcel of this and the Purchaser shall be bound by the same and shall observe and perform.

12. If anything, in or about or relating to the Residential Villa, is hereafter required to be carried out or observed or satisfied by the Government, District Panchayat, Vadodara Urban Development Authority or any statutory authority, the same shall be carried out or observed or satisfied by the Purchaser at his cost and expenses.
13. The Purchaser shall not throw dirt, garbage or other refuses or permit the same to be thrown from the Residential Villa or for the purpose of construction or repair of any part of the construction in the common portions like roads, Common Open Land or any other. Similarly, the Purchaser also shall not keep or store or park any materials, articles or things for the purpose of construction or otherwise out-side the Residential Villa, on the internal roads or any other common areas.
14. The letters, receipts and/or notices issued by the Owner – LLP / Society / EMA, dispatched by E-mail to the E-mail address of the Purchaser, will be sufficient proof of receipt of the same by the Purchaser, and shall completely and effectively discharge the Project LLP / Society / EMA. Such E-mail address may be changed under written intimation to LLP / Society / EMA.
15. The Entire Bigger Project shall always be known as "Casa Lake Side", and project relating to villas shall always be known as "CASA

LAKE SIDE", and these names shall not be changed in any circumstances. The names of other separate parts of Project CLS as may be given by LLP also shall not be changed.

16. The Project CLS shall be under the over-all control and management of the LLP permanently, and the decision of the LLP in all matters relating to code of conduct, rules and regulations for use, occupation and enjoyment of the common amenities, facilities and services as well as infra-structures shall be final, conclusive and binding upon the Purchaser.
17. The Purchaser shall at no time demand partition of their interest from the entire Scheme. It being agreed and declared by the Purchaser that their interest in the Scheme shall be impartible, but specific as regards the Residential Villa only.
18. The LLP is in the process of constructing, erecting, installing and setting up recreation facilities of Clubs with all facilities, This Clubs with lands on which they stands shown on the layout plan shall belong to LLP as its sole and absolute owner, possessor and title holder. The Purchaser may enroll itself as member thereof and use the facilities thereof on payment of such fees, deposit, charges, etc. as may be fixed by LLP from time to time. It is agreed by Purchaser as follows.
 - a. The Purchaser will be entitled to use Club strictly as per its rules and regulations, and subject to payment as may be applicable fixed by LLP.

- b.
 - i. Club facilities shall be used for the specific purpose for which it is meant, and shall not be used for any other purpose. They shall use by Purchaser with due care, caution and safety at his risk and consequences. The LLP shall not be liable or responsible for any accident, mishap, harm, loss or damage to the person or property of the Purchaser.
 - ii. Without prejudice to the generality as aforesaid, at the cost of repetition, use of Club Facilities by the Purchaser will be at his risk and consequences. It is specifically made aware that the Purchaser shall use each activity, facility, etc. as per the rules, regulations and discipline that may be fixed by the LLP.
- c. The Purchaser shall not cause any damage to the Club Facilities or any other infrastructure relating thereto. The Purchaser shall make good the same, if caused by him, failing which the LLP will be entitled to recover the same from the Purchaser.
- d. Club and the infrastructure and facilities relating thereto shall be of the exclusive and absolute ownership of LLP and also to run, manage, maintain, upgrade, add, omit, alter, modify, look after, deal with, dispose of, etc. as it may deem fit.

- e. The LLP shall be entitled to facilities of internal roads, drainage, sewerage, water, electricity, communication, all and every sources and places of Project CLS by laying cables, pipe lines, ducts, etc. through internal roads, common spaces and common development of Project CLS and Project CLS. The Purchaser or any other purchaser of other villa holders shall have no right to stop or cause any interference, hindrance or objection for the same.
- f. Title, ownership and possession of the Club and its facilities, in part or parts shall be transferable, heritable and assignable by the LLP.

19. It has been agreed that the LLP may during the implementation of Project CLS, make changes, modifications or alterations in the scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Purchaser. Such changes or modifications or alterations shall be binding upon the Purchaser and to that extent the terms and conditions, rights and obligations of the Purchaser under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not prejudicially effect the right of the Purchaser to his Residential Villa.

20. The LLP may make such changes, additions, omissions, modifications or alterations in the scheme as may be required to be done by the Plan Sanctioning Authority, Government, Urban Development Authority, Town Planning Authority or any other concerned authorities or which the Owner - LLP may consider desirable or the circumstances may require and this shall operate an irrevocable consent of the Purchaser for making such changes, additions, omissions, modifications or alterations.
21. The Purchaser declare that there is no obligation of any nature whatsoever outstanding on the part of the Owner - LLP to be carried out or fulfilled towards the Purchaser and generally as regards any matter or thing relating to the Residential Villa and the said Project CLS in general.
22.
 - a. The said amount paid by the Purchaser to the LLP as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses in the matter of making available and handing over of the Residential Villa; charges for electricity connection, which shall include laying of cable and other installation charges and deposits payable to the Electricity Company; VUDA development charges and security fees; all taxes and charges of every description whatsoever levied, charged or imposed by State Government, Central

Government or by any authority whatsoever under any law, including without limitation revised NA charges, service tax, sales tax, labor welfare, value added tax, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by the Purchaser at the time of handing over of possession of the Residential Villa to the Purchaser. If any of the above charges become payable after handing over of possession, they will be paid immediately upon request by the LLP. The amount as may be fixed by the LLP for or towards the same shall be final, conclusive and binding upon the Purchaser.

b. Notwithstanding the gross / net plot area is reduced due to Development Plan or Town Planning Scheme proposed by the concerned authority, the amounts paid or payable under these presents shall not be liable to be reduced and/or refunded.

23. The LLP / Society / EMA may provide security, telephone cable, multipurpose cable, TV channels, Internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be made available in the scheme to the holders of villas. These facilities may be provided through any outside agency under contract with it on such terms and conditions as may be finalized by the LLP with him. Any arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser and other holders in the Project. The Purchaser may use

such facilities as per rates – price – consideration and terms and conditions as may be fixed.

24. The Purchaser shall not make any temporary or permanent additions or alterations in the structure of the villa, nor shall do anything which may cause damage or which may weaken the structure of the villa. Similarly, the Purchaser shall not cover the balcony nor shall put up any shed or any other temporary or permanent construction in the terrace. The Purchaser shall not hang cloths in the balcony or out-side view of villa, for drying, or otherwise shall not do anything which will not give proper decorum and decency to the Villa.
25. The Purchaser shall permit the LLP / Society / EMA and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Residential Villa or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good any defects found within three days of the giving of such notice in writing by the LLP / EMA to the Purchaser.
26. The Purchaser shall permit the LLP / Society / EMA and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the bungalow or any part of the building and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order

and good condition all services, drains, pipes, cables, water covers, gutters, wires, or other conveniences belonging to or servicing or used for the Project / villas and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas and water pipes and electric wires and for similar or other purposes.

27. The Purchaser will not use or permit to be used the common internal roads, passages, or any other common open areas, margins, etc. for parking, waiting, storage or keeping any articles or things or in any other manner.
28. The Purchaser agrees that in respect of any remittances, acquisition / transfer of the Residential Villa, any refund, transfer of security deposit, etc. made by him / her / it, attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law, shall be the sole responsibility of the Purchaser, and all concerned.
The Owner - LLP accepts no responsibility in respect thereof.
29. The LLP may have been declared and announced their Project by issuing brochures and pamphlets and also inserting advertisements in newspaper and advertising in other manners. It has been agreed that if anything agreed upon as recorded herein

is inconsistent with what has been declared or advertised as aforesaid, what is agreed upon herein shall prevail.

30. Any delay by the Owner - LLP in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Owner - LLP of the Purchaser nor shall the same in any manner prejudice the remedies of the Owner - LLP.
31. The responsibility of the Owner - LLP is till the completion of implementation of the Project CLS relating to villas at site. The LLP will take all steps and put in all efforts and give all technical support to obtain necessary permissions, approvals, etc. including Building use Permission, which may be required to be obtained from the local authority, or as regards any matter or thing relating to the Project. However, the Owner - LLP shall not be responsible for any delay in obtaining / granting any such permission, approval, etc. by the concerned authority for any reasons. The Purchaser shall not delay or withhold any payment under this Conveyance in case there is a delay / inability in obtaining any such permission.
32.
 - a. The Purchaser shall not use the Residential Villa or permit the same to be used for any purposes whatsoever other than his/her/its residence for which it is meant or which may or is

likely to cause nuisance or annoyance to occupiers of the other Villas/premises nor for any illegal or immoral purposes or for the purposes prohibited by law.

b. The Purchaser will not use or permit to be used the Residential Villa or any part thereof for commercial or business purposes, including without limitation, hotel, restaurant, eatery, dairy, hostel, club, gymkhana, Doctors consulting, nursing home, hospital, laboratory, gymnasium, video game parlor, beauty parlor, cyber cafe, tuition and coaching classes, garage, services and repair of vehicles, repair workshop, storehouse for commercial/ hazardous goods, office of the trade union or political parties.

33. The Residential Villa shall be used, occupied and enjoyed by the Purchaser as one unit and the Purchaser shall not divide or subdivide the same for use as more than one unit. It has been specifically agreed that the main door and other openings by way of doors, windows or any other in the Residential Villa shall not be changed, altered in color, size or location. No new or other door, window or opening shall be made other than as proposed.

34. The Purchaser hereby expressly consents to the LLP to facilitate the arrangement of raising loan from any financial institution or Bank or any other lender for its own benefit or purpose, or for the benefit of some of the purchasers of the Villas in the Project and

to the execution of security documents including mortgaging the Lands, building/s or the premises as is required for raising such loan, but excluding the Residential Villa herein.

35.

- a. The Scheme of Casa Lake Side is Bigger Scheme conceptualized as at present and/or may be extended from time to time (hereinafter referred to as the "Bigger Scheme") on the said Lands and other lands. The grant of Residential Villa is and shall be subject to any change, addition, alteration, modification, etc. in the planning, design, nature of development and construction, specification, etc. of the Bigger Scheme except Residential Villa of Purchaser herein. The transaction of the said Residential Villa herein is restricted and limited to as part of Project CLS only, and shall always be governed, controlled, regulated or restricted accordingly from time to time.
- b. The right and interest of the Purchaser to Residential Villa is and shall always be limited and restricted to use, occupy, possess and enjoy the Residential Villa as at present given to Purchaser without any other, further, additional or more construction whether permissible or not.
- c. The LLP shall be entitled to all present and future available rights, interests, benefits, advantages, privileges, etc. of every

nature and description and form whatsoever including FSI and to use and exploit the same in / on any part of the Bigger Scheme and for the purpose may prepare new, revised or modified development plans as the LLP may deem fit, and apply for and obtain sanction to the same. The Purchaser gives his irrevocable consent for the same.

36.

- a. Any intellectual property rights including copy right, patent, design, trademark etc. of and relating to the Project, its design, infrastructure facility and other common amenities etc., or any photography and videography thereto and all and every rights and interest in any form whatsoever in respect thereof will be the sole property of the LLP.
- b. The Purchaser will not be entitled to take photographs or videos of any of the aforesaid, except for private, personal and family use, and will not have any right, power or authority to use or allow the same to be used by any other person whomsoever for any purpose other than for Purchaser's private, personal and family use, except with the permission had and obtained of the LLP. The LLP will not be under any obligation to give such permission.
- c. The LLP may photograph or videography the said Project and development that may be done thereon. Such photography

and videography and results thereof may be used by the LLP or any other person authorized by it for promotion, display, advertisement, competition, fair, museum, and also to transfer and assign all or any rights relating thereto for hire, reward or consideration to such person in such manner as the LLP may deem fit and proper.

37. The Owner - LLP may extend, expand or join with the said Project CLS, other pieces and parcels of land adjacent, surrounding or nearer to the said Lands. In the process, the Owner - LLP shall be entitled to extend and make available for use, occupation, utilization and enjoyment for such new extended scheme and prospective purchasers of premises thereof, all or any common amenities, facilities, services and infra-structures of roads, common open spaces, electricity, water, drainage, sewerage, etc. of the said Project CLS. The LLP or the prospective purchasers of such new extended scheme will not be required to pay, contribute or compensate for the same to Purchaser, Society or any other person whomsoever.

38.

a. In case the Purchaser is joint, consists of more than one, the permission of the usage of Common Development by the other joint Purchaser will be through the First of such joint Purchaser, and shall not be independent or separate.

- b. All consents, confirmations etc. if and when required of the Purchaser, the same shall be deemed to have been sufficiently given and received from the first of such joint Purchaser. However, it has been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of all the joint Purchaser shall be required.
 - c. Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Purchaser. All notices, communications etc. may be addressed by the LLP to the first of such joint Purchaser.
 - d. The joint Purchaser inter se shall not be entitled to subdivide the plot and/or bungalow, the intent being the said Residential Villa shall stand in the names of the joint Purchaser as one single said Residential Villa.
39. The "Purchaser" shall mean and include at all places herein (in case of individual) his heirs, legal representatives, executors, successors, transferees and assigns, (in case of HUF) its members as at present and from time to time, and their respective heirs, executors, successors, transferees and assigns, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time, transferees and assigns, (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, transferees and assigns, (in case of Company) its successors, transferees and assigns, and their visitors, guests, representatives and authorized persons.

40. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
41. The Purchaser hereby declares that he/she/it/they has/have read, understood and agreed each and every term of this Agreement before execution.
42. The Purchaser has agreed to indemnify and keep indemnified the Owners, and LLP and other holders of premises against any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any delay, default, breach or violation of any of the conditions and obligations aforesaid.
43. "Carpet Area" means the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit.