

DRAFT WITHOUT PREJUDICE

SALE DEED OF FLAT/SHOWROOM/SHOP NO. _____

Real Estate Regulatory Authority at VADODARA under registration acknowledgement number _____.

THIS INDENTURE OF SALE is made at Vadodara on the ____ day of _____ 20____,
between: -

The party of the First Part/Purchaser(s)/Allottee(s):

_____, aged about _____ years, residing at: _____,
occupation: _____ having PAN No: _____ and AADHAR CARD
No. _____.

(hereinafter called as “The Purchaser” which expression shall be deemed to include their heirs, executors, administrators and assignees unless the expression is repugnant of the context or meaning hereof) of the FIRST PART.

AND

The Party of the Second Part /vendor(s)/promoter(s) :

(1) Shri Munjal Vipul Thakkar (25% share) (PAN: AFMPT6568H) and Smt. Vishakha V. Thakkar (75% share) (PAN: AAYPT3577B) are legally seized and possessed of NA Land bearing Revenue Survey (RS) No. 575/1 paiki, Town Planning (TP) Scheme No. 2 (Sayajipura), Final Plot No. 27 (PART-A), Mouje Village Gotri of Vadodara; land ad measuring northern side 6383.00 sq. mtrs. out of 13,882.00 sq. mtrs., acquired through Sale Deed dated 23/09/2016 registered at Serial No. 10866 from the erstwhile owner(s).

➤ 1 above is referred to as “the Land Owner(s)”. They are the absolute owner and in possession of or otherwise well sufficiently entitled to the piece and/or parcel of land,

and is well sufficiently entitled and competent to deal with it in any manners as he may deem fit. The Land Owner(s) (1 above) is desirous of developing his land commercially/residentially in accordance with various permissions granted by the authorities concerned to develop the piece of land admeasuring 6383 sq. mtrs., situated at land bearing Final Plot No. 27 admeasuring in aggregate to 13,882 sq. Mtrs. of proposed Town Planning Scheme No. 2 (SAYAJIPURA) allotted in lieu of Survey No. 575/1 paiki situated within the limits of the Village: Sayajipura, Vadodara.

(2) M/s. "Keshavam Infrastructure", a partnership firm having its place of business at: "17/18 Saptagiri complex, opposite the Gateway hotel, Near Akota gardens, Akota, Vadodara - 390020" (PAN: AAYFK2976N) through its partner MUNJAL VIPUL THAKKAR, Aged about Adult, Occupation: Business, Resident: 9, Shivam Enclave, Near Citizens Society, Atmajyoti Ashram Road, Ellora Park, Vadodara - 390023.

➤ 2 above are hereinafter referred to as "the Developers/builders". They are inter alia engaged in the field of development of properties. They had approached the Land Owner with an intention to develop the said land by constructing thereon a Commercial-cum-Residential Complex namely "**Brookfieldz Ishavasyam**" having 6 multi-storeyed buildings namely Tower A to F consisting of total 31 Showrooms/shops and total 236 Residential flats. It also consists of common amenities/areas/facilities, single Basement parking, terrace etc. Towers A and B consist of having 13 showrooms/shops on ground floor thereupon above having 80 residential flats (1st to 10th floor) with terrace; Tower C and D having 4 showrooms on ground floor and 14 shops on the first floor shops thereupon above having 76 residential flats (2nd to 10th floor) with terrace; and lastly towers E and F having 80 residential flats (1st to 10th floor) with terrace.

The Land Owner(s) (1 above) have awarded easement right of the said property/land to the Developers (2 above) for undertaking construction/development of the Commercial-cum-Residential Scheme "**Brookfieldz Ishavasyam**", vide joint Development Agreement bearing Registration No. **3426** dated **02/03/2022**.

➤ Land Owner (1 above) will execute Agreement/s and/or Conveyance/Sale Deed in favour of Purchaser(s) of Units in the Commercial-cum-Residential Scheme "**Brookfieldz Ishavasyam**" as the Developers (2 above) may direct.

- The Developers (2 above) would join as a Confirming Party to the Agreement/s and/or Conveyance/Sale Deed so executed by the Land Owner (1 above).
- Other than Agreement/s and/or Conveyance/Sale Deed, the Developers (2 above) will independently execute all other writings in favour of Purchaser(s) of Units in the Commercial-cum-Residential Scheme “**Brookfieldz Ishavasyam**”. The Land Owner (1 above) and The Developers (2 above) are herein after jointly referred to as “the Promoters/the vendors”, which expression unless repugnant to the context and meaning thereof shall mean and include the Promoters/vendors himself/herself/themselves, one and all the partners from time to time, his/her/their legal heirs, successors, assignees, executors, administrators, attorney etc.).

AND WHEREAS, the land owner(s), being sole owner(s) of the land, having legal right to develop the land, transfer the development rights and carry/allow construction work as per the construction permission given by the concern competent authority, are the absolute owners of the land particularly described in the schedule A below.

AND WHEREAS, the Collector Office of Vadodara, Non-Agriculture Branch has passed order as per below in respect of conversion into Non-Agriculture Land vide order no. **N.A./S.R./316/2014-15/no. Jamin-D/kalam-65/vashi/5421 to 5428/14** dated **04/08/2014**. By the aforesaid orders, permission for Non-Agricultural use of the lands has been obtained and whereas form no. 6 of revenue records has recorded the same as entry no. **4529** dated **04/10/2014**.

AND WHEREAS, in respect of construction to be carried out on the said land, construction permission / Rajachitthi has been obtained from Vadodara Urban Development Authority vide **Rajachitthi No. RAH-HB-84/WARD-9/2021-2022** dated **16/02/2022** AND Whereas the promoter has made construction on the said land as per the layout plans and project plans passed by Vadodara Mahanagar Seva Sadan.

AND WHEREAS, the purchaser(s), being desirous of possessing a Flat/Showroom/Shop(s) constructed and developed in the scheme known as “**Brookfieldz Ishavasyam**” (hereinafter referred to as the “SCHEME”), has approached the vendor and pursuant thereto has executed an Agreement for Sale dated _____ duly registered at the office of Sub-Registrar at under serial no. _____. (For the

purposes of this Agreement **"Carpet Area"** means the net usable area of a Flat/Showroom/Shop, excluding the area covered by the external walls, but includes the area covered by the internal partition walls of the said Flat/Showroom/Shop).

AND WHEREAS, the promoters/party of the second part have constructed the building on the said land in accordance with the sanctioned plans.

Party of the Second Part is selling Flat/Showroom/Shop under the scheme name of **"BROOKFIELDZ ISHAVASYAM"** as developed by **"M/s KESHAVAM INFRASTRUCTURE"** On the land more particularly described in first schedule.

The party of the First Part has/have examined and studied necessary documents and the permissions granted by the concerned local authorities, the layout plans, approved building plans, designs and specifications prepared by Vendor's architect i.e. **Mr. Ruchir Seth (M/s. Design studio associates - V.M.S.S. LIC. NO. CA/AOR-308/18to23)** and structure engineer i.e. **M/s Zarna Associates** for the said Flat/Showroom/Shop along with the carpet area and common amenities of the scheme. And whereas, on demand from the Purchaser(s)/Party of the first part, the party of the first part/Purchaser(s)/allottee(s) has inspected all documents of title, Deeds and related document Orders, NA Orders, Sanctions, Registration Certificates, 7/12 Extracts, Title Search Report of the said land, Indemnity Bonds, Undertakings; relating to the project land and the plans, layouts, designs and specifications prepared by the party of the Second Part/ developer's Architects and or legal counsel, has found all of the above to be satisfactory. The Purchaser is satisfied that the Vendor is entitled to develop the said scheme namely **"BROOKFIELDZ ISHAVASYAM"** consisting of the residential Flat/Showroom/Shops, & plans and has agreed to purchase the Flat/Showroom/Shop no. _____ on the _____ floor in tower _____ with sale consideration amount of Rs. _____/- (Rupees _____)

TOGETHER WITH the proportionate undivided share, right, title and interest in the common areas of the Buildings, amenities and facilities as intended to be used in common with the Promoters and/or the nominee(s) /Purchaser(s)(s) /transferee(s) of the Promoters (all of which are hereinafter collectively referred to as **"the Premises"**).

The Party of the first part has paid aforementioned amount to the party of the Second Part and in lieu of the same, receipt is given to you as per below details.

DETAILS OF SALE CONSIDERATION AMOUNT

Cheque No. / RTGS / NEFT	Date	Name of Bank	Amount (Rs.)
Total			

We, party of the Second Part have received above referred amount of sale consideration as agreed while executing this Sale Deed and we party of the Second Part have agreed & accepted the same. It is hereby agreed upon between the promoters and the purchaser(s) that this conveyance/sale deed and transfer of property from the promoters to the purchaser(s) will be treated as legal and valid ONLY after all the above payments (basic price + other costs) have been realized/honored in the bank. Otherwise, failing which the conveyance/sale deed and transfer of property will be legally treated as cancelled and null & void.

AND WHEREAS, An authenticated copy of the Title Certificate in respect of the nature of title to the Property, dated **14/03/2022** issued by **Advocate Snehal K. Shah** (hereinafter referred to as the "Certificate of Title") has also been satisfactorily examined by the party of the first part/purchaser(s).

AND WHEREAS, the Vendor/party of the second part has registered the said Scheme (to the extent applicable) under the provisions of the Real Estate (Regulation and Development) Act 2016 ("Act") read with Gujarat Real Estate (Regulation and Development) (Matter Relating to the Real Estate Regulatory Authority) Rules, 2016, and the Agreement is in accordance with the Gujarat Real Estate (Regulation and Development) (General), Rules 2017 ("Rules and Regulations") and as the Act and Rules is amended from time to time with the Real Estate Regulatory Authority under no.

_____. The authenticated copy of the same is attached herewith as Annexure A.

AND WHEREAS, the Purchaser is aware that the Finance Act, 2013 has inserted section 194IA in the Income Tax Act, 1961, whereby any credit given or any payment made on or after 1st June, 2013, for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source (TDS) at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000 (Rupees Fifty Lakh Only). The Purchaser is further aware that the Purchaser has to deduct TDS at the time of actual payment or credit of such sum to the account of the Vendor, whichever is earlier. Such TDS has to be deducted on the Invoice Value including the amount of taxes, if any. Accordingly, prior to the execution of this Deed, the Purchaser has paid the Sale Consideration (along with the taxes in respect thereof) of the said Flat/Showroom/Shop no. _____.on the ____ floor in tower _____.

This Sale/conveyance deed is entered into subject to the terms and conditions hereto before or after recited, documents referred to herein and the terms and conditions imposed by the concerned authorities and also subject to variations/modifications as may be approved by the authority/ies or other public authorities from time to time.

Now, This Indenture of Sale witness-eth as under:-

That the parties of the Second Part covenant with the purchaser(s) that above said property's title is clear and marketable and the parties to the Second Part have not created any charge or encumbrance on the said property or the entire property in favour of any person and in any manner whatsoever and no person has any right or interest demand claim or lies in respect of the said land where the project/scheme namely **"Brookfieldz Ishavasyam"** as developed by party of the second part has been undertaken. There is no right of any person or institution on the above property and that the party of the second part shall not have any claim over F.S.I., i.e. additional F.S.I and Terrace rights after Building Use Permission/completion certificate has been obtained. Such rights if any will be enclosed by the association/society of buyer upon the issuance of completion certificate/Building use permission from competent authority(s).

The scheme constructed on the said land will be known as **“Brookfieldz Ishavasyam”** as developed by M/s **KESHAVAM INFRASTRUCTURE** and no member can change the name. That the adhoc amount for the permanent maintenance fund for better utilization, upkeepment and maintaining the essential services in the said scheme shall have to be paid by the Purchaser/s to the party of the Second part separately, which it may be on monthly, yearly, lump-sum or and long term basis, as per the decision of the association of members or society and the same is not included in the sale price. That if required the Party of the second part/association/society shall have a right to recover additional maintenance fund in future. Further, if any society or association of the Flat/Showroom/Shop/unit holders in the project/scheme of **“Brookfieldz Ishavasyam”** is formed then the Purchaser(s) has to become a member in the same compulsorily and the Purchaser(s) shall extend complete cooperation and pay necessary contribution to such body and abide by its rules and regulations. With this clear-cut provision, the present sale deed is executed. If the buyer ever fails to pay maintenance charges for the said property, the association shall be entitled to disconnect and/or stop providing all or any services to the Scheduled sold property, including water, electricity etc.

AND WHEREAS, Purchaser(s)/allottee(s)/Party of the first part has gone through all the documents and details contained therein, means that he has been totally satisfied with the title of the property along with the carpet area of the Flat/Showroom/Shop, quality of construction of the said building/Flat/Showroom/Shop, fittings and fixtures installed, completion and finishing of the said Flat/Showroom/Shop, supply of water and electricity, common facilities & amenities of said building/construction and the promoters/party of second part have also obtained prior consent of the purchaser(s) in the respect of variations or modifications, if any, which could have adversely affected the Flat/Showroom/Shop(s) of the purchaser(s); except any alterations or additions pursuant to the requirement of any Government authorities or due to change in applicable law; and thereafter he requested the party of the Second Part to allot the Flat/Showroom/Shop(s), in the scheme titled **“Brookfieldz Ishavasyam”**, which is specifically described in Schedule-B hereunder and the party of the Second Part has also agreed for the same on the following terms and conditions.

- 1) The recitals contained above form an integral and operative part of this Conveyance/Sale Deed, as if the same were set out and incorporated herein seriatim. The Purchaser(s) hereby confirm/s that he/she/they has/have fully read and understood the foregoing recitals and has/have agreed that the Promoters have been entitled to develop the Property. The Purchaser(s) also confirm/s, agree/s and declare/s that the consideration paid by them under this Conveyance/Sale Deed, is in respect of the Flat/Showroom/ Shop, *right to the car parking(s) in the car parking areas (not applicable to showrooms/shops)* and also in the common fixtures, fittings and certain amenities and he/she/they shall have no right or claim and/or will not make any claim on any other portion of the Property or any part thereof. The Promoters have the sole and exclusive rights in all that piece and parcel of the said Land particularly described in the Schedule A hereunder; and shall construct Residential-cum-Commercial Scheme namely **“Brookfieldz Ishavasyam”** having 6 multi-storeyed buildings namely Tower A to F consisting of total 31 Showrooms/shops and total 236 Residential flats. It also consists of common amenities/areas/facilities, single Basement parking, terrace etc. Towers A and B consist of having 13 showrooms/shops on ground floor thereupon above having 80 residential flats (1st to 10th floor) with terrace; Tower C and D having 4 showrooms on ground floor and 14 shops on the first floor shops thereupon above having 76 residential flats (2nd to 10th floor) with terrace; and lastly towers E and F having 80 residential flats (1st to 10th floor) with terrace. The Promoters have obtained prior consent of the Purchaser(s) in respect of variations or modifications, if any, which could have adversely affected the Flat/Showroom/Shop of the Purchaser(s); except any alterations or additions pursuant to requirements of any Government authorities or due to change in applicable law
- 2) That, the Party of the Second Part / Land Owner agreed to sell the **Flat/Showroom/Shop no. _____** on the _____ floor of Tower _____, with right of *one car in the car parking areas* (not applicable to shop/showrooms) as designated for the same, as mentioned in Schedule “B” and shown by red boundary line on the floor plan being Annexure ‘B’ hereto in **“Brookfieldz Ishavasyam”**, to the Purchaser(s)/ Purchaser(s)/ Party of the first part for the total consideration mentioned hereinabove excluding the charge of Stamp Duty,

Registration Fees, any Government, Semi Government taxes and all future taxes imposed by competent authority which the Purchaser(s)/ Purchaser(s)/allottee(s)/ Party of the first part has to pay separately. That, the construction of the Flat/Showroom/Shop(s) in “**Brookfieldz Ishavasyam**” shall be in accordance with the approved plan of competent Authority. However, the Party of the Second Part shall be entitled to make any modification in the said plan as deemed necessary. However, if there is any change in respect of the Flat/Showroom/Shop under sale, the party of the Second Part shall have to obtain the written consent from the Purchaser(s)/allottee(s)/Party of the first part. Similarly, it will be the sole and entire responsibility of the Purchaser(s)/party of the first part to obtain other required permissions such as permission from District Industries Centre, Pollution Control Authorities, Fire department etc., as well as to maintain the said Flat/Showroom/Shop and its allied electric meter/panel etc. in good condition, for residing/renting over/of the **Schedule B** property. The Party of the second part shall extend necessary cooperation and assistance as and when required, however, the cost for the same shall be borne entirely by the Purchaser(s).

- 3) The ownership of the upper and lower slab and common walls of the said Flat/Showroom/Shop(s) shall be of joint/common ownership with the fellow purchaser(s)/member(s) concerned. The purchaser/occupants may use the undivided share of land and common space without causing any obstruction and hindrance to each other and without raising any dispute. Besides, the purchaser(s)/member(s) will not construct any structure (temporary or permanent in nature) in the common areas/land/terrace. The area of terrace /margin land/ hoarding along with its easement rights will remain with the promoters. The purchaser(s)/occupant(s)/society/association shall have no rights and/or objection in this regard.
- 4) Towers A, B, C, and D are Commercial-cum-Residential Towers. Entrance to the residential flats is from inside the residential campus while the commercial units have entrance direct from the Main Road. AC Outer Units & plumbing/drainage line of the commercial units fall behind the Towers inside the residential campus, as per the approved plan. Commercial members have no right to the residential

campus inside; but for repair/access to their AC Outer Units & plumbing/draining line whenever the need arises.

- 5) That the Purchaser confirms that with the execution of this Sale Deed, all the obligations of the Vendor under the Agreement for Sale dated _____ have been fulfilled in full and stand discharged.
- 6) It is covenanted that in the case of residential Flats, the Purchaser(s) shall not use the premises for any purpose other than residence and shall not use the Flat for guest house or any commercial activities, as the case may be, without prior written permission of the Promoters/ co-operative society/limited company, as the case may be, and of the local authorities In case of commercial space (showrooms/shops), the Purchaser(s) will not use the same for manufacturing and/or processing activity(ies), and will not use/store any hazardous materials. The usage will be restricted to trading and/or administrative purpose only. Besides, the commercial units will not be used for the purpose of Hospital, Health Care Units & the like and Tuition Classes. *The Purchaser(s) shall also not use the Car Parking(s) allotted to him/her/they for any other purpose other than for parking vehicle(s)* (Not applicable to shops). Without the consent of the Promoters, the Purchaser(s)/Lessor(s) and/or the Lessee(s) will NOT open any Restaurant and/or any Eatery Shop wherein cooking is involved. In case the consent is granted, the Purchaser(s)/Lessor(s) and/or the Lessee(s) will seek the requisite permissions, NOCs & Insurance etc. from the authorities concerned. Besides, the Purchaser(s)/Lessor(s) and/or the Lessee(s) will provide for the required exhaust system/outlet/pipe etc. in a way that it does not hamper the ambience & elevation of the buildings and also does not affect the other units of the buildings in any manner whatsoever.
- 7) **Purpose:** The purchaser will not use the Flat/Showroom/Shop(s) for any part thereof, nor permit the same to be used for any illegal, immoral or improper purposes nor for purposes prohibited by any statute of law or notification, rules and regulations made by the government or local authority or in any manner which may cause damage to the said premises or part thereof or to the adjoining property/premises, or may affect pre-judicially the interests in large. In case the

purchaser wishes to give his/her/their Flat/Showroom/Shop(s) on lease, the purchaser(s) can do so on lawful terms and will have to submit a copy of the lease agreement to the members of the society/association. And the Purchaser/s by executing this conveyance/sale deed binds himself/herself/themselves, not to use the said Flat/Showroom/Shop for any other purpose. The purchaser/s also undertakes not to carry out any construction activity outside the Flat/Showroom/Shop sold/Allotted to him/her/them. The purchaser(s) also undertakes to reciprocate and recognize rights of other owners/occupiers of the said building in the common areas of the said building; and shall not protest, object to or obstruct the execution of the construction work nor the purchaser(s) shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/her/it/them or any other person(s), for any inconvenience, hardship, disturbance or nuisance caused during construction of the said building by the vendor; and not to interfere with the rights of the vendor to construct at such locations, as it may from time to time decide, any additional buildings/structures, sub-stations for electricity or office for management of new building(s) and build underground and overhead water tank structures for watchman cabin, toilet units for servant(s)/watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or layout plans and laying through or under/over ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the buildings and other structures which are to be developed and constructed by the vendor and not to raise any dispute in the court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise.

- 8) That the purchaser(s) also undertakes not to raise any requisition for further documents or objection to the title and/or rights of the vendor in relation to the said land in any ground, whatsoever. The Purchaser(s) also undertakes to pay proportionate or full amount as the case may be towards deposit, service charges, supervision charges and any other statutory demands from the government authorities for providing electrical power, energy meters, water connection,

sewerage and drainage connection etc. as applicable in addition to the agreed consideration of the said Flat/Showroom/Shop(s).

- 9) The purchaser(s) also undertakes to not do anything which has the effect of affecting the structural stability of the said buildings and also not to store or bring and allow to be stored and brought in the said Flat/Showroom/Shop any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the said building or any portion of any fitting/fixture thereof including windows, doors, floors, etc in any manner. The purchaser(s) shall not do or cause anything to be done on or around the said Flat/Showroom/Shop which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat/Showroom/Shop or adjacent to the said Flat/Showroom/Shop. The purchaser(s) shall not make in the said Flat/Showroom/Shop any structural modifications/additions to the beams, columns, partition walls, shear walls, etc or improvements of a permanent nature. If the purchaser(s) demolishes, punctures, and/or in any other way alters the existing walls and/or add or in any way put up a new concrete or masonry structure/partition in the said Flat/Showroom/Shop, since the building structure is not designed to take such load the stability of the said building will be endangered. The purchaser(s) further indemnifies the vendor and shall keep indemnified that in the event of happening of any of the events mentioned above, the purchaser(s) would solely be responsible for same.
- 10) The purchaser(s) undertakes not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the said Building in which the said Flat/Showroom/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 11) The purchaser(s) undertakes to pay to the Vendor share/deposit money, society admission fee, proportionate share of taxes, cess, Electricity charges, VMC/VMSS/VUDA charges, statutory dues, incremental charges etc. on actuals and the legal charges within 7 (seven) days of demand.
- 12) The Purchaser(s) undertakes that the Purchaser has/ have taken the decision to purchase the said Unit out of his/ her/ their own free will

- 13) The Purchaser(s) undertakes that he/she/they/it shall not put or allow to be put any Board, Name Plate, Sign Board and/or any other kind of display of any nature, on the common wall, main entry gate and/ or on the exterior side of the development to be planned and/ or in the open space to the said Land or any part of the building except whatever is provided by Vendor, without the written consent of Vendor. The size, colour and place of the Board/signage (if any) shall be decided by the Vendor.
- 14) That the Purchaser(s)/ Purchaser(s)/allottee(s)/ Party of the first part will be bound to be the member of the association/society etc formed for maintenance of the common amenities of “**Brookfieldz Ishavasyam**” scheme and shall have to pay the maintenance fee/deposit/membership fees at the time of taking possession or before executing this sale deed or as and when decided by the association of members / society. The Purchaser(s) hereby agree/s and undertake/s to become a member of the co-operative society or limited company to be formed in the manner herein appearing and also from time to time to sign and execute all applications for the registration and for membership and other papers and documents necessary for the formation and the registration of the cooperative society or limited company and for becoming a member, including the bye-laws of the proposed co-operative society and duly fill in and sign the same within 7 (seven) days of the same being intimated by the Promoters to the Purchaser(s). No objection shall be raised by the Purchaser(s) if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority. The Purchaser(s) shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interest of the Promoters and of the other Purchaser(s) of the other Flat/Showroom/Shop(s) in the Building.
- 15) Purchaser(s)/ Purchaser(s)/ Party of the first part should take possession within 60 (Sixty) days’ time period from the receipt of occupancy certificate from the competent authority, provided that all the amounts due and payable by the purchaser(s) under this conveyance/sale deed are paid to the promoters. The promoter shall inform the purchaser(s) by written notice that the premises are

ready for use and occupation and the purchaser(s) shall take the possession within 15 (fifteen) days from the date of such intimation and shall execute necessary indemnities, declarations, undertakings and such other documents as may be informed by the promoters. If Purchaser(s)/ allottee(s)/ Party of the first part fails to take possession, it will be considered as deemed possession & he will have to pay common maintenance charges in a separate account which shall be maintained by the promoters which shall be handed over to the association, after making necessary expenses for which the same is intended for, in appropriate time or in such manner to have maximum number of purchaser(s) as its member at the discretion of the promoter and/or as decided by association of members/society before/after the date of Sale Deed and shall also be liable to bear and pay the premium, municipal taxes, betterment charges, incremental charges etc that may be levied from time to time on land and building including water charges/taxes, charges for electricity, charges of the State Government and that of local authority and other services and the outgoings including but not limited to maintenance charges payable in respect of the Flat/Showroom/Shop(s) from the date of receipt of occupancy certificate/possession notice. That the party of the Second Part will also be a member of the association formed for the aforementioned society/association.

- 16) The Purchaser(s) shall observe and perform and abide by all the bye-laws and/or rules and regulations which the proposed cooperative society or a limited company or association formed/ incorporated by purchasers of the Flat/Showroom/Shop(s) in the Building, at the time of registration/ incorporation may adopt and all the provisions of the Memorandum and Articles of Association of the limited company when incorporated and the additions, alterations or amendments thereof, for protection and maintenance of the Building and the premises therein and/or in the compound and for the observance and carrying out the building rules and regulations and bye-laws for the time being of the VMC/VUDA and other public bodies. The Purchaser(s) and the permitted persons to whom the Premises are let, sub-let, transferred, assigned or given possession, shall observe and perform and abide by all the stipulations and conditions laid down by such co-operative society or limited company or association, as the case may be, regarding the occupation and use of the Building and the premises therein and shall pay and contribute

regularly and punctually towards the premium, taxes and/or expenses and other outgoings in accordance with the terms of this Conveyance/Sale Deed.

- 17) The Purchaser (s) hereby covenants that as member of the proposed cooperative society/association, he shall ensure that the proposed society shall preserve and maintain the documents/ plans received from the Owners/ Promoters/Architect and subsequently carry out necessary repairs/ structural audit/ fire audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out fire safety audit from time to time as per requirement of the VMC/VUDA, through an authorized agency of VMC/VUDA. The purchaser(s) hereby also covenants that he/she/they shall also bear for the cost of premium to insure the project structure for a period of atleast five years through his/her/their/its contributions to the maintenance funds and shall have no objection towards the utilization of the same by the party of the first part for insuring the project/scheme.
- 18) The Purchaser(s) hereby covenant/s that from the date of possession, he/she/they shall keep the Premises, the walls and partition walls, sewers, drains, pipes and appurtenances thereto belongings in good tenantable repairs and conditions and shall abide by all the bye-laws, rules and regulations of the government, VMC/VUDA and other authorities and local bodies and shall attend to, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.
- 19) Onus of maintenance of the Project would be of the Society/ Association. Additional maintenance charge/s, if any decided by the Society/Association on its formation or any time in future, as may be deemed fit (recurring or non-recurring in nature), will be payable by all the Purchaser(s)/members of the Society/Association irrespective of (a) whether the Flat/Showroom/Shop(s) self-occupied or tenant-occupied or is vacant for whatsoever reason; (b) the floor his/her/their Flat/Showroom/Shop(s) is located on; and (c) whether, or not, the common amenities/facilities/etc. are utilized (partly/fully/whatever). The Society/ Association will have the rights to charge interest/penalty on the late payments of maintenance which will have to be paid by the Flat/Showroom/Shop(s) owners. If the Purchaser(s) desire(s) to carry out furniture, fixture, renovation, interior work

etc. in his/her/their respective Flat/Showroom/Shop(s), he/she/they will be able to do so ONLY after (a) Conveyance/Sale Deed is executed in his/her/their favour; (b) actual/physical possession of the Flat/Showroom/Shop(s) is handed over through exchange of Possession & Acceptance/Satisfaction Letters; and (c) MGVCL allots electricity connection/meter to the respective Flat/Showroom/Shop(s). Before commencing furniture, fixture, renovation, interior work etc., the Purchaser(s) will require to give a security deposit of Rs. 50,000/- (Rupees Fifty Thousand Only) to the Promoters. The deposit amount is subject to change from time to time. The deposit will be held for a period till the said work is completed in all respect. In case of any damage caused by the contractors or the skilled/unskilled workers or laborers etc. during the work period/process, the Purchaser(s) will have to bear the responsibility for the same and make good for the damages. The cost of rectifying the damage (material/labour/etc.) will be deducted/ adjusted from the deposit, and the balance thereafter would be refunded (without interest). In case the cost of damage exceeds the deposit amount, the Purchaser(s) will have to bear/pay the same separately (over and above the deposit). It will be the responsibility of the purchaser/s to ensure & guarantee that while shifting household kit or while carrying out repair/renovation in his/her/their Flat/Showroom/Shop(s); no laborers/vendors/agencies whose services have been engaged will under any circumstances use the Lifts for carrying household kit or any type of goods/materials/etc.

- 20) That the Purchaser(s)/ Purchaser(s)/ Party of the first part will be solely liable to pay the expenses including but not limited to stamp duty and other expenses such as registration fees, legal fees etc required for the execution and registration of the sale/Conveyance Deed and all other requisite documents to prove his/her ownership, in his favour and also share money/deposits in respect to the Association/society/limited company formed.
- 21) That, the Purchaser(s)/ Purchaser(s)/ Party of the first part after obtaining the possession of the said Flat/Showroom/Shop, more particularly described in schedule B, shall not cause any such act thereby causing any damage to the common wall, roads, plumbing and electrical network (underground or above ground) of the scheme titled "**Brookfieldz Ishavasyam**" as a whole and also

share bear the cost of any internal repairs to the said Flat/Showroom/Shop to maintain the said Flat/Showroom/Shop in the same condition, state and order in which it was delivered by the vendor. In the case of damage to the above mentioned amenities including but not limited to common wall, periphery compound wall etc., the cost of repair and or replacement of the said damages shall be borne by the purchaser(s)/party of the first part. The purchaser(s) shall make independent and separate arrangements for disposal of waste, rubbish, garbage or other refuse or effluents generated, released or discharged from the said Flat/Showroom/Shop(s) or the activities carried out thereon, and in any event to secure and ensure that no part thereof is thrown or stacked or permitted to be stacked or collected in any part of the common portions of the said lands/scheme. The fixtures, fittings and amenities provided in the premises and the material used in the construction of the building/project/scheme and the specifications of the building/project/scheme have been checked by the purchaser(s) and he/she/they have satisfied himself/herself/themselves about the design of the premises and also about the specifications and amenities provided therein.

- 22) That the Purchaser(s)/allottee(s)/ Party of the first part shall have common share or common right in the land area specifically Allotted for the purpose of Common plot and roads and the said area shall have to be used by the Purchaser(s)/allottee(s)/ Party of the first part in the manner prescribed by the association and Keep the common portions of the said lands, free and unobstructed, and not allow, permit or suffer the common internal roads to be encroached upon and keep the same at all times open to the sky and/or UN-built upon, and available for all acquirers of Flat/Showroom/Shop(s)/unit(s) in the said scheme to be used only for the purpose of serving as an unobstructed access to the various Flat/Showroom/Shop(s)/unit(s) in the said scheme. The PURCHASER(S) shall keep the drainage channels provided in the common portions of the said lands/building, clear and unobstructed and shall not pass any effluent, or any other dirt, garbage or other refuses or permit the same to be thrown from the said Flat/Showroom/Shop(s) or store any materials, articles or things for the purpose of construction or otherwise outside the said Flat/Showroom/Shop(s) on the internal roads/accesses or any other common areas.

23) The Purchaser(s) himself/themselves with intention to bring all persons into whosoever hands the Flat/Showroom/Shop(s) may come, hereby covenants with the Promoter as follows: -

- a) On or before delivery of possession of the said Unit pay to the Promoter, the Total Sale Consideration, proportionate share of taxes, any other charges as decided by the Promoter, the amount towards advance maintenance, share money, legal charges, society admission fee, stamp duty, registration fees etc. as fixed by the Promoter and such amounts agreed upon herein.
- b) In the future, the Purchasers / Occupants / Society / Association will NOT at any time change the name of the Scheme titled “**BROOKFIELDZ ISHAVASYAM**”; make any alterations, modifications or changes in the external portion or in the openings (window & doors); put any projected grills outside Flat/Showroom/Office/Shop or anywhere in the Scheme; carry out change(s) in the positions of the walls, ceilings, doors, windows etc. or in the elevation/colour, structural design of the Scheme/Flat/Showroom/ Office/Shop in any manner whatsoever; keep/store material in the lift, staircase, passage, common space/area so to cause obstruction to others; and commit any act knowingly or unknowingly so to cause damage to the Scheme/ Flat(s)/Showroom(s)/Office(s)/Shop(s) or its elevation in any manner whatsoever.
- c) The common area, facilities and amenities, lobbies, entrances and stairways of the said Building shall not be obstructed or used for any purpose other than ingress to and egress from the said Showroom(s)/Shop(s)/Flat(s).
- d) Not to store in the Showroom(s)/Shop(s)/Flat(s) any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the development of infrastructure of the Showroom(s)/Shop(s)/Flat(s) 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 Showroom(s)/Shop(s)/Flat(s), including entrances of the Showroom(s)/Shop(s)/Flat(s) and in case any damage is caused to the Showroom(s)/Shop(s)/Flat(s) or the Showroom(s)/Shop(s)/Flat(s) on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.

- e) To carry out at his own cost all internal repairs to the said Showroom(s)/ Shop(s)/ Flat(s) and maintain the Showroom(s)/Shop(s)/Flat(s) in the same condition, state and order in which it was delivered by the Promoter to the Purchaser(s) and shall not do or suffer to be done anything in or to the Showroom(s)/ Shop(s)/ Flat(s) in which the Showroom(s)/ Shop(s)/ Flat(s) is situated or the Showroom(s)/ Shop(s)/ Flat(s) which may be contrary to the rules and regulations and bye-laws of the concerned local authority, the association /society /company formed or other public authority including changes to the structure/elevation/facade of the said building. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority, the association/society/company formed and/or other public authority.
- f) Not to demolish or cause to be demolished the Showroom(s)/Shop(s)/Flat(s) or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Showroom(s)/Shop(s)/Flat(s) or any part thereof, nor any alteration in the elevation and outside color scheme of the Showroom(s)/Shop(s)/Flat(s) in which the Showroom(s)/Shop(s)/Flat(s) is situated and shall keep the portion, sewers, drains and pipes in the Showroom(s)/Shop(s)/Flat(s) and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Showroom(s)/Shop(s)/Flat(s) in which the Showroom(s)/Shop(s)/Flat(s) is situated.
- g) Not to demand, at any time, partition by metes and bounds of purchaser(s) interest in the premises and/or building, it being an express and specific intention of the parties hereto that the interest of the occupants in the premises and in the building shall always be impartible;
- h) NOT to use the refuge area provided in the building for any purpose whatsoever the same is exclusively provided for a refuge in case of fire in the building.
- i) NOT TO OBJECT AND CONSENT for any variations in colour, size and design etc. of tiles, marble, granite, stones or any other construction material provided in the premises during repairs/replacements which are beyond the control of promoters.

- j) NOT TO OBJECT to the rights of the Promoters to decide the construction cycle of the Project, i.e. which block/building/tower/Flat/Showroom/Shop it should construct first/later, as it may not necessarily be possible/ feasible to construct all concurrently.
- k) In order to maintain the aesthetics of the Buildings/Campus, all members (commercial & residential) are necessarily required to fit AC Outer Units only in the Ducts provided, dry clothes only inside the Wash Area, fit no shades/ grills/ shutters on the doors /windows /wash areas/ balconies/ terrace etc. & colour no portion/part except the internal walls of the Flats/Units. Pigeon Nets wherever required & feasible, will be provided by the Builder/Developer (no member will fit any additional Pigeon Nets).
- l) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and/or the Showroom(s)/Shop(s)/Flat(s) or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- m) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Showroom(s)/Shop(s)/Flat(s) in the compound or any portion of the project land and the Showroom(s)/Shop(s)/Flat(s).
- n) To pay to the Promoter within seven days of demand by the Promoter, his share of security deposit demanded for/by the concerned local authority or Government for giving water, electricity (meter charges) or any other service in connection to the Showroom(s)/Shop(s)/Flat(s) in which the Showroom(s)/Shop(s)/Flat(s) is situated.
- o) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Showroom(s)/Shop(s)/Flat(s) by the Purchaser(s) for any purposes other than for purpose for which it is sold.
- p) The Purchaser(s) shall not be entitled to let, sublet, sell, transfer, assign, mortgage, charge or in any manner encumber or deal with or dispose or part with his/her/their interest under this Agreement or benefit of this Agreement or part with possession of the Premises until all the dues and other deposit payable by him/her/them to the Promoters under this Agreement are fully paid up and that too only if the Purchaser(s) has not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and until he/she/they obtain the prior written

consent of the Promoters.

- q) The Purchaser(s) shall observe and perform all the rules and regulations which the Society/association or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Showroom(s)/Shop(s)/Flat(s) and the Showroom(s)/Shop(s)/Flat(s) therein and for the observance and performance of the Showroom(s)/Shop(s)/Flat(s) Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Society/ association/ Limited Company/Apex Body/Federation regarding the occupancy and use of the Showroom(s)/Shop(s)/Flat(s) in the Showroom(s)/Shop(s)/Flat(s) and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- r) The Purchaser(s) shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Showroom(s)/Shop(s)/Flat(s) or any part thereof to view and examine the state and condition thereof.
- s) The Purchaser(s) shall not protest, object to or obstruct the execution of the construction work nor the Purchaser(s) shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/ her/ it/ them or any other person/s, for any inconvenience, hardship, disturbance or nuisance caused to the Purchaser(s) during the construction of the said Building by the Promoter.
- t) The Purchaser(s) shall sign and execute the application for membership and other papers and documents necessary for the formation of the Organization of Purchaser(s)s and for becoming a member of such Organization of Purchaser(s)s, and sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser(s), so as to enable the Promoter to register the Organization of the Purchaser(s)s.
- u) The Purchaser(s) shall not put or allow to be put any Board, Name Plate, Sign Board and/or any other kind of display of any nature, on the common wall, main entry gate and/ or on the exterior side of the development to be planned and/ or in the open space to the Project Land or any part of the building except whatever is provided by

Promoter, without the written consent of Promoter. The size, color and place of the Board/signage (if any) shall be decided by the Promoter. Branding /Hoarding of the Showrooms/Offices/Shops will be permitted ONLY (strictly) at the places/areas designated by the Promoters for the purpose Any breakage of glass on the elevation/facade of the building shall be repaired by the purchaser at his/her/their own costs from whose Showroom(s)/Shop(s)/Flat(s) the damage is visible I.e. the Showroom(s)/Shop(s)/Flat(s) facing damaged glass on facade of the building.

- v) The Purchaser(s) agree(s) and undertake(s) to maintain and not to do anything which has the effect of affecting the structural stability of the said Building and also not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the said Building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The Purchaser(s) shall not do or 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 damage to any flooring or ceiling of the said Unit or adjacent/above to the said Unit. The Purchaser(s) shall not make in the said Unit any structural additions and/or alterations to the beams, columns, partition walls, and shear walls, etc. or improvements of a permanent nature. If the Purchaser(s) demolishes, punctures, and/or in any other way alters the existing walls and/ or add or in any way put up a new concrete or masonry structure/ partition in the said Unit, since the building structure is not designed to take such load the stability of the said Building will be endangered. The Purchaser(s) further indemnifies the Promoter that in the event of happening of any of the events as mentioned above, the Purchaser(s) would be solely responsible for the same.
- w) The Purchaser(s) hereby confirm(s) and acknowledge(s) that the specifications mentioned in the advertisement/ communications are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Purchaser(s) has/have not relied on the same for his/ her/ their/ its decision to acquire said Unit in the phase and also acknowledges that the Purchaser(s) has/ have seen all the sanctioned Layout plans and time schedule of completion of the said Scheme.
- x) The Purchaser(s) undertakes that the Purchaser(s) has/ have taken the decision to purchase the said Unit/Showroom(s)/Shop(s)/Flat(s) out of his/ her/ their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to

the nature and scope of the entire development explained to the Purchaser(s) by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

- y) Save and except the information/ disclosure contained herein the Purchaser(s) confirm(s) and undertake(s) to not to any make any claim against Promoter or seek cancellation of the said Unit or refund of the monies paid by the Purchaser(s) by reason of anything contained in other information/ disclosure not forming part of this Agreement including but not limited to publicity material/ advertisement published in any form or in any channel.
- z) The Purchaser(s) agree(s) and undertake(s) that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Unit and/ or parking space(s) by concerned authorities due to non-payment by the Purchaser(s) or any other Showroom(s)/Shop(s)/Flat(s) Purchaser(s) of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.
- aa) In case the Showroom(s)/Shop(s)/Flat(s) owners of the said Building/project are desirous to create facility of hydraulic parking, the same shall be done at their own cost and such hydraulic parking shall be allowed at designated spaces approved by the Promoter/ Organization of Purchaser(s)s.
- ab) Not to raise any requisition for further documents or objection to the title and/or the rights of the Promoter in relation to the Project Land on any ground whatsoever.
- ac) TO VISIT/CHECK the construction of the Project/Tower/Flat/Showroom/ Shop & common area/ amenities periodically at every stage. Feedback, if any, should be brought to the notice immediately before the stage/work is completed. Thereafter, no feedback will be entertained or considered
- ad) Confirm/ declare that any refund to be made under this Agreement by the Promoter to the Purchaser(s), shall be made in favour of the First Applicant (in case of more than one applicant/Purchaser(s)) of the said Unit. Such refund by the Promoter in favour of the First Applicant shall

be deemed to be made in favour of all the applicants/Purchaser(s)s of the said Unit and all the applicants of the said Unit shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Promoter and further state and confirm that this mode of refund shall absolutely discharge the liability of the Promoter against the remaining applicants/Purchaser(s)s of the said Unit.

- ae) Confirm/ declare that he/ she/ they/ it shall not claim any right, title or interest in case of any additional FSI/TDR being made available to the Promoter with regard to the said Building over and above what has been contemplated herein and the Seller shall be entitled to utilize the same as per their mutual understanding
- af) The Purchaser(s) shall use the common DTH disc and telecommunication's service provider as provided, if any, on the common terrace or other area as designated by the promoter at his/her/their discretion and shall not put up any personal disc and draw cables out of it in the common areas
- ag) The Purchaser(s) shall not interfere with the rights of the Promoter to construct at such locations, as it may from time to time decide, any additional buildings/structures, sub-stations for electricity or and build underground and overhead tanks structures for watchman cabin, toilet units for domestic servants/ watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for the said Building and other structures which are to be developed and constructed by the Promoter, and raise any dispute in any Court of law by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise.

24) House Rules:

(i) The lobbies, entrances and stairways of the said Building shall not be obstructed or used for any purpose other than ingress to and egress from the said Unit;

(ii) No purchaser shall make or permit any disturbing noises in the said Unit or do or permit anything to be done therein which will interfere with the

rights comfort or convenience of other purchaser/ Purchaser(s). No Purchaser shall use any loud speaker in the said Unit if the same shall disturb or annoy other occupants of the said Building;

(iii) Each Purchaser(s) shall keep his Unit in a good state of preservation and cleanliness and shall not indulge into spitting of pan/ ghutka any portion/area of the said Building;

(iv) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, common terrace or balconies or place upon the window grills of the said Building. No fences or partitions shall be placed or affixed to any common terrace without the prior approval of the Promoter;

(v) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the said Building except such, as shall have been approved by the Promoter, nor shall anything be projected out of any window of the said Building without similar approval;

(vi) Water-closets and other water apparatus in the said Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Purchaser(s) in whose Flat/Showroom/Shop(s) /unit it shall have been caused;

(vii) No bird or animal shall be kept or harbored in the common areas of the said Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said Building;

(viii) No television disc shall be attached to or hung from the exterior of the said Unit;

(ix) Garbage and refuse from the said Unit shall be managed, handled and removed by the Purchaser(s) at their own cost and at such time and in such manner as the Promoter may direct. All the kitchen waste shall be dumped by the Purchaser(s) i.e. the Flat/Showroom/Shop(s) owners to be dumped in the garbage bag only and removed from premises within 12 hours of such garbage being formed;

(x) No vehicle belonging to Purchaser(s) or to a member of the family or guest, tenant or employee of the Purchaser(s) shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of said Building by another vehicle;

(xi) The Purchaser(s) shall regulate the actions of their employees/maid/help in consonance with the house rules mentioned herein and shall be responsible for their actions; and

These house rules may be added to, amended or repealed at any time by the Promoter.

- 25) The Purchaser(s) shall indemnify and hold safe, harmless and indemnified the promoter and other occupants of the building of from and against a breach of the aforementioned covenants/rules by the purchaser(s). The promoter shall not have any claim over F.S.I., i.e. additional F.S.I and Terrace rights after Building Use Permission/completion certificate has been obtained. Such rights if any will be enclosed by the association/society of purchaser(s).
- 26) The Purchaser(s) shall also pay proportionate charges towards Stamp Duty and Registration Charges for transferring the title by way of Deed of Assignment in favour of a co-operative society or a limited company as mentioned herein. The above-mentioned sums/amounts shall not carry interest and will remain with the Promoters and the account thereof will be maintained until the assignment of the Land is executed in favour of a cooperative society or a limited company as mentioned herein and on such assignment being executed, the aforesaid deposits (less deductions, if any) shall be paid over to the co-operative society or the limited company, as the case may be. It is hereby clarified and agreed by the Purchaser(s) that in case of any subsequent increase in amounts mentioned in this Clause, the Purchaser(s) shall be liable to pay the excess amount forthwith upon receiving notice in respect thereof in the manner specified therein. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser(s) as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the aforesaid outgoings and shall utilize the amounts only for the purposes for which they have been received.
- 27) All notices to be served on the Flat/Showroom/Shop of the Purchaser(s) as contemplated in this Agreement shall be deemed to have been duly served if sent

to the Flat/Showroom/Shop(s) Purchaser(s) by Registered Post A.D. / Prepaid post under certificate of posting/ hand delivery/ email/ courier at his/her/their common address mentioned herein above and intimated to the Promoters from time to time.

- 28) The Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoters and/or its affiliates (hereinafter referred as the “displays”) with various devices (including electronic, laser and neon signs) in one or more places in the Building therein including, on open space/s, the terraces of the Building and/or any parts of the Building if it so desires at its own costs and expenses. The Promoters and/or affiliates will not be liable to make any payment of any nature to Purchaser(s) and/or the occupant/s of the other Flat/Showroom/Shop(s) in the Building and/or the co-operative society or limited company or association in respect of the displays.
- 29) The Purchaser(s) hereby declare/s that (a) he/she/they/it has gone through this Conveyance/Sale Deed and all the documents related to the Property; (b) has/have expressly understood the contents, terms and conditions of the same; and (c) the Promoters have entered into this Conveyance/Sale Deed with the Purchaser(s) relying solely on the Purchaser(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Conveyance/Sale Deed and on part of the Purchaser to be observed, performed and fulfilled and complied with. Therefore, the Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

- 30) Any delay or indulgence shown by the Promoters in enforcing the terms of this Conveyance/Sale Deed or any forbearance or giving of time to the Purchaser(s) shall not be construed as a waiver on the part of the Promoters for any breach or non-compliance of any of the terms and conditions of this Conveyance/Sale Deed by the Purchaser(s) nor shall the same in any manner prejudice the rights of the Promoters.
- 31) This Conveyance/Sale Deed, along with its schedules and annexures, constitutes the entire Conveyance/Sale Deed between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Showroom/Shop(s).
- 32) **Severability:** If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 33) **Foreign Exchange Management Act:** The Purchaser clearly and unequivocally confirms that in case remittances related to the Sale Consideration and/or all other amounts payable under this Deed for the said Flat/Showroom/Shop are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Purchaser to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations there under and/or any other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Vendor with such permission/ approvals/ no objections to enable the Vendor to fulfill its obligations under this Deed. Any implications arising out of any default by the Purchaser shall be the sole responsibility of the Purchaser. The Vendor accepts no responsibility in this regard and the Purchaser

shall keep the Vendor fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.

- 34) Simultaneous with the execution of this Deed and on the receipt of occupancy certificate, the Vendor has handed over the vacant possession of the said Flat/Showroom/Shop which is as per the measurements mentioned in schedule B; to the Purchaser and the Purchaser hereby admits and acknowledges the same and has handed over to the Vendor the possession receipt in respect thereof.
- 35) THE PURCHASER/S agree that in the event of any additional amount becoming payable by way of levy or premium or otherwise or increase in the existing charges/fees by the central and/or state government including but not limited to sales tax, Goods and Services Tax (GST), incremental charges by Vadodara Mahanagar Seva Sadan (V.M.S.S)/ Vadodara Urban Development Authority (V.U.D.A.), security deposits, penalties, cess (fire or otherwise) payment or impositions whatsoever and by whatever name called (including but without any limitation any amounts for the grant of any permission, NOC, license, connection or installation of any services or conveniences or any payments of similar nature) payable and/or paid by the vendor(s) in respect of the said scheme/Project or any other tax on the transfer of property in goods involved in the execution of works Contract Act 1989 or any statutory modifications or any other act the same shall be borne and paid by the Purchaser/s in the proportion to the area of the said Flat/Showroom/Shop/Premises. The VENDORS shall not be liable to render any account in this behalf to the Purchaser/s. individually or collectively but shall render the same to the ultimate body that shall be formed. The Purchaser(s) hereby give irrevocable guarantee of abiding by compliances of all acts pertaining to them as individuals or as a society/association from time to time such as is in case of Gujarat Fire Prevention and Life Safety Measures Act, 2013 etc as amended from time to time.
- 36) **Dispute Resolution:** Any dispute between parties shall be settled amicably within 45 days of such dispute. In case of failure to settle the dispute amicably, then it shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. The

rights and obligations of the parties under or arising out of this Conveyance/Sale Deed shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Vadodara shall have an exclusive jurisdiction for this Conveyance/Sale Deed.

37) It is understood between the parties that images, pictures, colours, furniture shown/ contained in marketing material/collateral such as brochures/hoardings/newspaper ads etc, if any, are indicative only and shall not be included as part of the said Flat/Showroom/Shop(s) No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of brochure, etc. The Promoters shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on marketing material, advertisement, brochure, etc.

38)The stamp duty and registration charges of and incidental to this Conveyance/Sale Deed shall be borne and paid by the Purchaser(s)

SCHEDULE "A"

All those pieces and parcels of part Non-Agricultural land admeasuring about 6383 sq. Mtrs. being Plot A (Northern side - on 18.00 meters wide T.P. road) out of the total land bearing Final Plot No. 27 admeasuring in aggregate to 13,882 sq. Mtrs. of proposed Town Planning Scheme No. 2 (SAYAJIPURA) allotted in lieu of Survey No. 575/1 paiki admeasuring about 19,829 sq. Mtrs. situated within the limits of the Village: Sayajipura, Taluka: Vadodara in the Registration District Vadodara and Sub District: Vadodara.

EAST : 15.00 meters wide T.P. Road and N.H. no. 08
WEST : R.S. no. 576 (F.P. no. 26)
NORTH : 18.00 Meters wide T.P. Road
SOUTH : Final Plot no. 27 (plot B) admeasuring 7499 sq. mtrs.

SCHEDULE "B"

Residential Flat/Showroom/Shop bearing No. _____ in Tower _____ on the _____ floor of carpet area admeasuring on or about _____ Sq. Mtrs., *open terrace admeasuring _____ Sq. mtrs., Balcony admeasuring _____ Sq. Mtrs. and Wash Area admeasuring _____ Sq. Mtrs* (not applicable in shops) along with proportionate undivided area under lifts, stairs and passages admeasuring _____ Sq. Mtrs. And road/land area admeasuring _____ sq. Mtrs. totally admeasuring _____ sq. Mtrs. constructed on a portion of the Project Land along with stipulated undivided interest in the land beneath the super structure of said Building, and bounded as follows:

EAST :

WEST :

NORTH :

SOUTH :

IN WITNESS WHEREOF, THIS SALE DEED IS EXECUTED ON _____DAY OF _____, 20__ AT VADODARA.

SIGNED SEALED AND DELIVERED

The Land Owner/ First Party:

Mr. Munjal Thakkar (land owner)

Mrs. Vishakha Thakkar (land owner)

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee/ Second Party: (including joint buyers)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter/ Third Party:

M/s. Keshavam Infrastructure

A partnership firm

Through its Authorized Partner