

DRAFT WITHOUT PREJUDICE

CONVEYANCE/SALE DEED

THIS Conveyance/Sale Deed is made at Vadodara on this ____ day of _____ in the year Two Thousand and _____ between the **Promoters & the Purchaser(s).**

Party of the First Part; the Promoters:

(1) Mr. Vir Rajesh Patel (PAN: AYQPP2545P) Power of Attorney Holder (POA Reg. No.5226 dated 11/05/2018) of **Ms. Bhavna Rajesh Patel** (PAN: ADBPP3765B) who is legally seized and possessed of Non-Agriculture Land (NA Order No.LND/SR/81/ 1990-91/Vashi/1100/91 dated 08/July/1991) **admeasuring 1304 sq. mtrs. (Final Plot Area 990 sq. mtrs.) on Eastern side, out of total land admeasuring 2732 sq. mtrs. (Final Plot Area 2073 sq. mtrs.); bearing Revenue Survey (RS) No.1038, in Town Planning (TP) Scheme No.1 (Sevasi), Block No.54, Final Plot No.101, Mouje Village Sevasi of Vadodara;** acquired through Sale Deed dated 23/August/2005 registered at Serial No.5806.

(2) Mr. Atul Ghanshyambhai Patel (PAN: AGCPP0456H) Power of Attorney Holder (POA Reg. No.2256 dated 08/12/2017) of legal heirs of Late **Mr. Jagdishbhai Nagjibhai Patel;** (a) **Mrs. Urmilaben Jagdishbhai Patel;** (b) **Mr. Ghanshyambhai Jagdishbhai Patel;** (c) **Mr. Jitenbhai Jagdishbhai Patel;** and (d) **Mr. Pranavbhai Jagdishbhai Patel** who are legally seized and possessed of Non-Agriculture Land (NA Order No.LND/SR/81/1990-91/Vashi/1100/91 dated 08/July/1991) **admeasuring 1428 sq. mtrs. (Final Plot Area 1083 sq. mtrs.) on Western side, out of total land admeasuring 2732 sq. mtrs. (Final Plot Area 2073 sq. mtrs.); bearing Revenue Survey (RS) No.1038, in Town Planning (TP) Scheme No.1 (Sevasi), Block No.54, Final Plot No.101, Mouje Village Sevasi of Vadodara;** acquired through Sale Deed dated 09/October/1992 registered at Serial No.2859.

- 1 & 2 above are referred to as "the Land Owners". They are the absolute owners and in possession of or otherwise well sufficiently entitled to the piece and/or parcel of their respective lands, and are well sufficiently entitled and competent to deal with it in any manners as they may deem fit. The Land Owners (1 & 2 above) are desirous of jointly developing their combined lands commercially in accordance with various permissions granted by the authorities concerned to develop **both the piece of lands combined together admeasuring 2732 sq. mtrs. (total combined Final Plot Area 2073 sq. mtrs.); Revenue Survey (RS) No.1038, Town Planning (TP) Scheme No.1 (Sevasi), Block No.54, Final Plot No.101,**

Mouje Village Sevasi, Vadodara.

(3) M/s. Lilleria Developers LLP (PAN: AAFFL8684G) is a Limited Liability Partnership Firm incorporated on 29/June/2015 (Certificate No.AAE2807) under the LLP Act 2008, having partners (a) Smt Bhavna Rajesh Patel (PAN: ADBPP3765B); (b) Shri Pawan Rajesh Patel (PAN: CFSP2811R); and (c) Shri Vir Rajesh Patel (PAN: AYQPP2545P). It is represented through its authorised signatory & Managing Partner **Shri Vir Rajesh Patel** (PAN: AYQPP2545P).

- 3 above are hereinafter referred to as “the Developers”. They are inter alia engaged in the field of development of properties. They had approached the Land Owners with an intention to develop the said combined land by constructing thereon a Commercial Hub/Complex, namely “**Lilleria 1038**” consisting of Showrooms/Shops/Offices (Ground Floor + 7 floors) along with common amenities/areas/facilities, double basement parking, terrace etc.

The Land Owners (1 to 2 above) have awarded easement right of the said property/land to the Developers (3 above) for undertaking construction/development of the commercial scheme “Lilleria 1038”, vide **Development Agreement bearing Registration No.5105 dated 09/May/2018.**

- Land Owners (1 & 2 above) will execute Agreement/s and/or Conveyance/Sale Deed in favour of Purchaser(s) of Units in the commercial scheme “Lilleria 1038” as the Developers (3 above) may direct.
- The Developers (3 above) would join as a Confirming Party to the Agreement/s and/or Conveyance/Sale Deed so executed by the Land Owners (1 & 2 above).
- Other than Agreement/s and/or Conveyance/Sale Deed, the Developers (3 above) will independently execute all other writings in favour of Purchaser(s) of Units in the Commercial Scheme “Lilleria 1038”.

The Land Owners (1 & 2 above) and The Developers (3 above) are herein after jointly referred to as “**the Promoters**”, which expression unless repugnant to the context and meaning thereof shall mean and include the Vendor(s) himself/herself/ themselves, one and all the partners from time to time, his/her/their legal heirs, successors, assignees, executors, administrators, attorney etc.);

AND

Party of the Second Part; the Purchaser(s):

1. _____; and
2. _____

an/both/all Indian inhabitant(s)/person(s) of Indian origin, having his/her/their common address at _____ and hereinafter referred to as the "**Purchaser(s)**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual, his/her/their respective heirs, executors and administrators, in case of Partnership Firm, its Partners, the survivors or survivor of them and he heirs, executors and administrators of the last survivor and in case of a Company/Body Corporate its successor in law and permitted assigned) of the **OTHER PART**

W H E R E A S:

- A **The Land Owners** (referred earlier/initially at 1 & 2) are the lawful owners of the combined land admeasuring sq. yards. equivalent to **2732 sq. mtrs. (Final Plot Area 2073 sq. mtrs.)** or there abouts bearing **Revenue Survey (RS) No.1038, Town Planning (TP) Scheme No.1 (Sevasi), Open Plot (OP) No.114, Final Plot (FP) No.101, Block No.54, Mouje Sevasi, Vadodara** (hereinafter referred to as the "Land") (more particularly described in **Schedule 1** hereunder) and are the absolute owners.
- A. The Promoters have constructed a **multi-storeyed building** consisting of **Ground Floor plus 7 (seven) upper commercial floors (1st to 7th)** with parking facility in basement/s. The Scheme shall be named "**Lilleria 1038**" located on **Gotri-Sevasi 30 Meter Road, Next to Zydex, Vadodara**, and as more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "Project"). As per plan, the Promoters have numbered 1st to 7th floors as 1st to 7th floor.
- B. For the aforesaid purpose the Promoters had appointed **Design Studio (Architects & Interiors)** as the architect for preparing the plans of the Building (hereinafter referred to as the "Architect") and had also appointed **Zarna Associates (Structural Consultant)** as the structural engineer for preparing designs, drawings and specifications for the construction of the Building (hereinafter referred to as the "Structural Engineer");
- C. VMC/VUDA has sanctioned the plans of the Building submitted by the Promoters and issued a Rajachitthi bearing reference No.**UDA/Plan-4/Parvangi/45/ 2018 dated 02/May/2018**. The Promoters have

complied with the terms and conditions of the Rajachitthi and are issued the Construction permission bearing reference No. **UDA/Plan-4/Parvangi/45/2018 dated 02/May/2018**. (hereinafter referred to as the Construction Permission) and a Commencement Certificate bearing reference No. **UDA/Plan-4/Parvangi/45/2018 dated 02/May/2018**. for construction of the Building has been issued by VMC/VUDA (hereinafter referred to as the "Commencement Certificate"). Authenticated copies of the Rajachitthi, the Construction Permission & the latest Commencement Certificate bearing reference No. dated are hereto annexed and marked as Annexure "C" and Annexure "D" respectively;

- D. An authenticated copy of the Title Certificate in respect of the nature of title to the Property, dated **09/05/2017 & 18/12/2017** issued by Advocate **Snehal K Shah** is hereto annexed and marked as Annexure "E" (hereinafter referred to as the "Certificate of Title"). An authenticated copy of the extract of Property Card as of showing the nature of the title of the Owners to the Land on which the Building is being constructed has been annexed hereto and marked as Annexure "F";
- E. The said Land is affected by a road set back area of on or about **659 sq. mtrs.** which has been handed over by the Promoters to the concerned authority and accordingly the Promoters shall be entitled to develop the Land admeasuring (Final Plot Area) on or about **2073 sq. mtrs.**
- F. The Promoters have registered the Project under provisions of the Real Estate (Regulations and Development) Act, 2016 (Act) and rules made there under with Real Estate Regulatory Authority (RERA) at Vadodara, Gujarat, having registration No. _____, an authenticated copy of the certificate issued by RERA has been annexed hereto and marked as Annexure "G";
- G. On demand from the Purchaser(s), the Promoters have given to the Purchaser(s) inspection of all title documents relating to the Property including documents mentioned in Recital and herein above, permissions given by concerned authorities and the plans, designs and specifications prepared by the Architect and the Structural Engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made there under;
- H. The Promoters have constructed the Building in accordance with the sanctioned plans. The Purchaser(s) has/have been allotted Shop/Office bearing number admeasuring on or about sq. mtrs. of carpet area as per RERA and on or about sq. mtrs. (equivalent to sq. ft.) of carpet area as per sanctioned plans of Carpet

Area on the floor of the Building “.....” (hereinafter referred to as the “Shop/Office”) along with the right to park (.....) car(s) in the car parking areas (more particularly described in Schedule 3 hereunder) at or for the consideration and subject to the terms and conditions set out hereinafter, an authenticated copy of the floor plan whereof is hereto Annexed and marked as Annexure “H”, whereon the Shop/Office has been shown by red out-line;

- I. The Purchaser(s) has/have prior to the execution of these presents paid to the Promoters a sum of Rs...../- (Rupees only) towards full payment of the sale price of the Shop/Office agreed to be sold by the Promoters (the payment and receipt where of the Promoters doth hereby admit and acknowledge). The payment details are tabulated below:

<u>Bank Name</u>	<u>Cheque/RTGS/NEFT</u> <u>(full/part)</u>	<u>Dated</u>	<u>Basic Price</u>
Total:			

- Over and above the basic price, the Purchaser(s) has/have also borne/paid other costs, viz. ST/GST, Maintenance, Development & MGVC Charges, Stamp Duty, Registration Fee etc. & stationary/photocopying/misc. expenses. Like-wise, the Purchaser(s) has/have paid cost of extra work, if any, as determined & agreed upon.

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 realised/honoured. Otherwise, failing which, the Conveyance/Sale Deed and transfer of property will be legally treated as cancelled and null & void.

- J. This Conveyance/Sale 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 authorities/other public authorities from time to time;
- K. In the above circumstances, the parties hereto have agreed to execute this Conveyance/Sale Deed as hereinafter appearing.

NOW THIS CONVEYANCE/SALE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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 Shop/Office, right to the car parking(s) in the car parking areas (more particularly described in Schedule 3 hereunder) 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 subject to road set-back area as mentioned herein above and more particularly described in the First Schedule hereunder; and have constructed “**Lilleria 1038**” a **multi-storeyed building** consisting of **Ground Floor plus 7 (seven) upper commercial floors (1st to 7th)** with parking facility in basement/s, and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the “**Project**”), in accordance with the plans, designs and specifications sanctioned by VMC/VUDA and other concerned authorities from time to time. As per plan, the Promoters have numbered 1st to 7th floors as 1st to 7th floor. The Promoters have obtained prior consent of the Purchaser(s) in respect of variations or modifications, if any, which could have adversely affected the Shop/Office of the Purchaser(s); except any alterations or additions pursuant to requirements of any Government authorities or due to change in applicable law.

2. The Developers state that the Floor Space Index (FSI) utilised on the said Property is on or about **5597.10 sq. mtrs.** and sanctioned FSI as per approved plans is on or about **5585.25 sq. mtrs.** The said Building/s has been constructed by using and consuming entire FSI. The residual FSI in the said Property, not consumed will be available to the Promoters till full utilisation thereof. The Promoters have disclosed the total FSI utilised on the Project Land and the Purchaser(s) has/have agreed to purchase the said Shop/Office based on the construction carried out by the Promoters by utilising the FSI and on understanding that the declared FSI shall belong to the Promoters only.

The Purchaser(s) hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser(s), subject to the

provisions of these presents, Shop/Office bearing number admeasuring on or about sq. mtrs. of carpet area as per RERA and on or about sq.mtr. (equivalent to sq. ft.) of carpet area as per sanctioned plans of Carpet Area (hereinafter referred to as the "Shop/Office") shown by red boundary line on the floor plan being **Annexure "H"** hereto on the floor along with right to park (.....) car(s) in the car parking areas (more particularly described in Schedule 3 hereunder) in the project together with the right to use, occupy, possess and enjoy common areas, amenities and facilities to be provided by the Promoters to the Purchaser(s) as more particularly described in the Fourth and Fifth Schedules hereunder written **TOGETHER WITH** the proportionate undivided share, right, title and interest in the common areas, of the Building, amenities and facilities as intended to be used in common with the Promoters and/or the nominee(s) / allottee(s) / transferee(s) of the Promoters (all of which are herein after collectively referred to as "**the Premises**") at or for total consideration amount of **Rs...../- (Rupees only)** (hereinafter referred to as the "**Total Consideration**"). The car parking number(s) shall be assigned and communicated by the Society/Association of the members (more particularly described in Schedule 3 hereunder).

The ownership of upper and lower slab and common walls of the Shops/Offices shall be of joint/common ownership with the fellow Purchaser(s)/member(s) concerned. The Purchasers / Occupants may use undivided share of land & common space/area without causing obstruction and hindrance to each other and without raising any dispute or demanding personal ownership. Besides, the Purchaser(s)/member(s) will not construct any structure (temporary or permanent in nature) in the common area/land/terrace. The area of Terrace / Margin Land / Hoarding and FSI (balance/ future) rights 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.

3. The Purchaser(s) is/are aware that the Purchaser(s) is/are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. The Purchaser(s) shall pay the tax deducted to the government and deliver the relevant TDS certificate, challans, receipts and other relevant documents relating to each payment, to the Promoters as per the provisions of the Income-tax Act, 1961 and the rules made there under. Any delay in making the payment and/or taxes as aforesaid, the Purchaser(s) shall be liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof.

4. The Promoters shall offer possession of the said Shop/Office to the Purchaser(s) within 60 days from receipt of occupation certificate from 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 Promoters shall inform the Purchaser(s) by written notice that the Premises are ready for use and occupation and the Purchaser(s) shall take possession of the Shop/Office within 15 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. In case the Purchaser(s) fails to take possession of the Shop/Office within 15 days from the date of written notice, the Purchaser(s) shall be liable to bear and pay all premia, taxes and charges for electricity and other services and the outgoings including but not limited to maintenance charges payable in respect of the Shop/Office from the date of receipt of occupation certificate.
5. Within a period of five years from the date of handing over the possession of the said Premises to the Shop/Office Purchaser(s), the Purchaser(s) or the Society/Association as the case may be brings to the notice of the Promoters any structural defect or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

PROVIDED FURTHER THAT, the Promoters shall not be held liable or responsible in the event any damage or defect is caused to the Building or any part thereof on account of the changes, alterations or additions (internal-external) made by the Shop/Office Purchaser(s)/ occupant(s) in the Premises.

Like-wise, Core cutting and/or drilling of holes etc. in the slab(s)/beam(s)/ column(s) are strictly prohibited – else it may cause damage to the structure & its strength – for which the Vendor will not be responsible in any manner whatsoever. The Promoters will not be responsible for damages caused, if any, on account of natural calamities, unforeseen events/circumstances/disruptions, mob/public unrest & disturbances, weather/chemical effect/s etc.

6. The Purchaser(s) shall not use the Premises/Shops/Offices 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. 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). The parking in front of the shops/offices will remain common for the shop/office owners & their clients.

The Purchaser(s) will not use the Shop/Office/premises or any part thereof, nor permit the same to be used for any illegal, immoral or improper purposes nor for purposes prohibited by any statute, 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 any part thereof or to the adjoining property/premise(s), or may affect prejudicially the interests in large.

In case the Purchaser(s) wish(es) to give his/her/their Shop/Office on lease, the Purchaser(s) can do so on lawful terms and will have to submit a copy of lease agreement to the Members of the Society/Association.

7. Within 15 days after notice in writing is given by the Promoters to the Purchaser(s) that the Shop/Office is ready for use and occupancy, the Purchaser(s) shall be liable to bear and pay in advance prior to taking possession of their respective Shop/Office to the Promoters until the assignment of the Land is executed in favour of a co-operative society or a limited company as mentioned herein and thereafter to the co-operative society or the limited company, as the case may be, the proportionate share that may be decided by the Promoters or the co-operative society or the limited company, as the case may be, towards (a) all municipal and other taxes or betterment charges that may from time to time be levied in respect of the Land and/or Building including water taxes and water charges; and (b) outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts and all other expenses necessary and incidental to the management and maintenance of the Project Land and the Building along with service tax and any other taxes/levies as applicable. The Purchaser(s) shall keep deposited with the Promoters prior to taking possession of the Premises, the following amounts as more particularly set out in the table below:

Sr. No.	Details	Amount (Rs.)
1	Legal and miscellaneous charges	
2	Society/Company Formation	
3	Share money, application and entrance fee of the society/ Company formed by the Shop/Office Purchasers (at actuals)	
4	Proportionate advance deposit for the maintenance, management and upkeep of the building as may be fixed as also taxes	

	and other outgoings @ Rs. per sq. mtr. per month on carpet area for months.	
5	Charges payable for electricity, water and other service connections to building	
6	Corpus @ Rs. per sq. mtr. on carpet area	

8. 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 other than amounts mentioned at serial nos. 1, 2 and 5 above. 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.
9. It is expressly and specifically agreed and confirmed by and between the parties hereto that at any time prior to the execution of the Deed of Assignment the F.S.I. at present applicable to the Property is increased under the applicable law, then such beneficial increase in F.S.I. and or such beneficial permission shall exclusively to and accrue for the sole benefit and enjoyment of the Promoters and the Promoters alone shall have the entire and exclusive benefit of such increase in the F.S.I. The Purchaser(s) hereby expressly and specifically agrees and confirm that he/she/they shall not have any right, title interest and claim of whatsoever nature over the further increase in F.S.I. of the Property, which shall exclusively belong to the Promoters. The Promoters may; subject to provisions of the Act and the Rules, construct additional floor(s) on the Building and/or at the sole discretion of the Promoters.
10. The Purchaser(s) / Residents / Occupants shall not be entitled to change the elevations of the Premises and shall not be allowed to do any structural changes or to put grills on the outer side of the Building and shall maintain the same in the same form as the Promoters have constructed and not at any time alter the said elevations in any

manner whatsoever without the prior consent in writing from the Promoters/Society/limited company; as the case may be.

11. The fixtures, fittings and amenities to be provided in the Premises and the materials to be used in the construction of the Building and the specification of the Building are those as set out in the Third Schedule hereunder written and the Purchaser(s) has satisfied himself/herself/themselves about the design of the Premises and also about the specifications and amenities to be provided therein.
12. The Purchaser(s) shall have no claim whatsoever over the Building, except in respect of the Shop/Office hereby agreed to be acquired. It is hereby expressly and specifically agreed by the parties herein that all other open spaces, staircases, lobbies, un allotted Shops/Offices and other spaces, terrace, garden etc. shall remain the property of the Promoters till the time it is transferred to other allottees or to the co-operative society or limited company, as the case may be.

Maintenance charge/fund for unsold Shops/Offices, if any, will be deposited in the Bank A/C of the Society/Association by the Promoters when the Shops/Offices are sold. In these cases, additional maintenance charge/s (if any decided by the Society/Association) will be payable by the purchaser/s from the date the Shops/Offices are sold.

13. The Promoters hereby represent and warrant to the Purchaser(s) as follows:
 - (i) The Promoters have absolute rights in respect of the project land and the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
 - (ii) The Promoters have lawful rights and requisite approvals from the Competent Authorities on the basis of which the Promoters have carried out development of the Project and have obtained requisite approvals from time to time to complete the development of the project;
 - (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report/this Conveyance/Sale Deed;
 - (iv) There are no litigations pending before any Court of law with respect to the project land or Project;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building

are valid and subsisting and have been obtained by following due process of law. Further all approvals, licenses and permits have been issued by the competent authorities with respect to the Project, project land and said building have have been obtained by following due process of law;

- (vi) The Promoters have the right to execute this Conveyance/Sale Deed and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;
 - (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Shop/Office which will, in any manner, affect the rights of Purchaser(s) under this Conveyance/Sale Deed;
 - (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Shop/Office to the Purchaser(s) in the manner contemplated in this Conveyance/Sale Deed;
 - (ix) The Promoters have duly paid all undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
 - (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoters in respect of the Project Land and/or the Project;
 - (xi) Various amounts which were to be paid for the commencement for the construction of the Building have been duly paid to the concerned authorities including without limitation stamp duty and registration charges etc. as are for the time being in force;
 - (xii) The said Land is affected by a road set back area of on or about **659 sq. mtrs.** which has been handed over by the Promoters to the concerned authority and accordingly the Promoters shall be entitled to develop the Land admeasuring (Final Plot Area) on or about **2073 sq. mtrs.**
14. The Purchaser(s) for himself/ herself/ themselves and his/ her/ their nominee(s), heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the

persons in whose hands the Premises have come, hereby covenant/s as follows:-

- a. TO MAINTAIN the Premises at his/her/their cost in a good and tenantable repair condition from the date of possession and shall not do or suffer to be done anything in or to the Premises, and/or common passage, or the compound which may be against the rules or bye-laws of the VMC/VUDA or any other authority;
- b. TO CONTRIBUTE proportionately within 15 days of demand by the Promoters, along with the other occupants, towards the costs and expenses of maintenance, repairs and periodic external painting of the Building;
- c. TO PERMIT the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition of the Building and common areas;
- d. NOT TO DO or permit to be done in or upon the Premises or any portion of the Building, or any act, deed or thing which shall cause nuisance, annoyance, disturbance, danger or inconvenience to the other occupants/ allottees of other premises of the Building;
- e. NOT TO AFFIX any sign boards, neon lights or advertisements either on the terrace or on the exterior of the Building or on the compound wall or otherwise in and or upon the Land and not to fix any grills outside the Premises;
- f. TO MAINTAIN the Premises at his/her/their own cost in good tenantable repair and condition from the date of taking possession thereof and not to do or suffer to be done anything in or upon the Premises and the Building, its staircase or any passage which may be against the rules and regulations of the concerned local or any other authority or which may change/alter or make additions in or to the Premises or any part thereof;
- g. NOT TO STORE in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building or storing of which goods is objected to by the concerned local or other authority, and not to carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the Building, including entrances of the Building; and in case any damage is caused 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 and for rectifying such damage and restoring the damaged portion to its

original condition and to keep the Promoters, occupants/allottees of the premises of the Building indemnified from and against any loss, damage or liability that may be caused or occur by aforementioned acts or negligence in respect thereof;

- h. TO CARRY OUT, at his/her/their own cost, all internal repairs to the Premises and maintain the same in the same condition, state and order in which it was delivered by the Promoters to the Purchaser(s) and shall not do or suffer to be done anything in or to the Building or in respect of the Premises, which may be in contravention of the rules and regulations of the concerned local authority or any other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- i. NOT TO DEMOLISH or cause to be demolished the Premises or any part thereof, nor at any time to make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building, in which the Premises is situated and to keep the portion, sewers, drains, pipes in the Premises and appurtenances thereof in good tenantable condition, so as to support, shelter and protect the other part of the Building in which the Shop/Office is situated and shall not in any manner damage the columns, beams, walls, slabs or RCC or other structural parts in the Shop/Office without prior written permission of the Promoters / VMC/VUDA and other bodies and authorities as the case may be;
- j. NOT TO DO or permit to be done any act or thing which may render void or voidable any insurance of the Land and the Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance, or which is likely to cause nuisance or annoyance to other users and occupiers of the other premises in the Building;
- k. NOT TO THROW dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or in any portion of the Land and the Building;
- l. NOT TO KEEP anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the Building;
- m. NOT TO DEMAND, at any time, partition by metes and bounds of Purchaser(s) interest in the Premises and/or the 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;

- n. NOT TO USE the refuge area provided in the Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the Building;
 - o. NOT TO DO any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals herein above;
 - p. TO STRICTLY comply with the bye-laws, rules and regulations of the Society and applicable law and SHALL OBSERVE and perform and abide by all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and common area and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the bye-laws, rules and regulations of the Society; and
 - q. NOT TO OBJECT AND CONSENT for any variations in colour, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the premises during repairs/replacement which are beyond control of the Promoters.
15. The Purchaser(s) shall indemnify and hold safe, harmless and indemnified the Promoters and the other occupants of the Building of from and against a breach of the aforesaid covenants by the Purchaser(s).
16. The Promoters shall make application for formation of an association of Purchaser(s) or Co-operative society or the Company, as the case may be, under the applicable law within a period of three months of the majority of Purchaser(s) having booked their Shop(s)/Office(s) in the project. The Purchaser(s) shall join in the forming and registering the Society or the limited Company or association, as the case may be, to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute application for registration and or membership and other papers and documents necessary for the registration of the Society or the limited Company or association, as the case may be. The Purchaser(s) shall observe and perform and abide by all the bye-laws and/or rules and regulations which the proposed co-operative society or a limited company formed/ incorporated by purchasers of the Shops/Offices 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, 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 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 byelaws 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 Shops/Offices in the Building.
18. The Purchaser (s) hereby covenants that as member of the proposed cooperative society, 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 authorised agency of VMC/VUDA.
19. 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.

On formation of the Society/Association of Members and completion/possession of the Project, the Promoters will handover/deposit the Maintenance Fund (received from purchaser/s of Shops/Offices sold) in the Bank A/C opened in the name of the Society/Association. 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 Shop/Office is self-occupied or tenant-occupied or is vacant for whatsoever reason; (b) the floor his/her/their Shop/Office 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 Shop/Office owners.

If the Purchaser(s) desire(s) to carry out furniture, fixture, renovation, interior work etc. in his/her/their respective Shop/Office, 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 Shop/Office is handed over through exchange of Possession & Acceptance/Satisfaction Letters; and (c) MGVCL allots electricity connection/meter to the respective Shop/Office.

Before commencing furniture, fixture, renovation, interior work etc., the Purchaser(s) will require to give a deposit of Rs._____/ - (Rupees _____ Only) to the Promoters or the Society/Association of Members. 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 vendors or the skilled/unskilled workers or labourers 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 Shops/Offices; no labourers/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. The stamp duty and registration charges of and incidental to this Conveyance/Sale Deed shall be borne and paid by the Purchaser(s).

21. In addition to the consideration and other amounts as mentioned herein, the Purchaser(s) shall also be liable to pay the following amounts as and when demanded without raising any objection/query or otherwise:
- a. All taxes, levies, cesses, duties (whether applicable/payable now or become applicable/payable in future) including but not limited to Goods and Service Tax (GST) or any other direct/indirect taxes/levies that may be imposed as applicable; and
 - b. All cost, charges, expenses, including but not limited to stamp duty, registration charges, premia, and or incidental charges in connection with the documents executed for sale of the said Shop/Office including Conveyance/Sale Deed.
22. All notices to be served on the Shop/Office Purchaser(s) as contemplated in this Agreement shall be deemed to have been duly served if sent to the Shop/Office 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.
23. 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 Shops/Offices in the Building and/or the co-operative society or limited company in respect of the displays.
24. 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).

25. The terms and conditions of this Conveyance/Sale Deed shall be binding on all transferee(s)/ assignee(s), from time to time, of the Premises, whom the Purchaser(s) may sell, transfer/ assign the Premises and shall be enforceable against all such transferee(s).
26. 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.
27. The Purchaser(s) shall have no claim, save and except in respect of the Shop/Office hereby sold to him/her/them/it and it is clarified that the other common facilities, if any, made available on the said Property shall not be available to the Purchaser(s) and the Purchaser(s) shall not claim any right to use the same until the Project Land is assigned to the Society or limited company as the case may be.
28. 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 Shop/Office.
29. This Conveyance/Sale Deed may only be amended through written consent of the Parties.
30. If any provision of this Conveyance/Sale Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Conveyance/Sale Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance/Sale Deed and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Conveyance/Sale Deed shall remain valid and enforceable as applicable at the time of execution of this Conveyance/Sale Deed.

31. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably within 45 days of such dispute, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made there under.
32. 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.
33. It is understood between the parties that images, pictures, colours, furniture shown/ contained in marketing collateral, if any, are indicative only and shall not be included as part of the said Shop/Office. 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.

THE FIRST SCHEDULE ABOVE REFERRED TO THE LAND

All that piece or parcel of leasehold land admeasuring (Final Plot Area) **2073 sq. mtrs.** or there abouts bearing **Revenue Survey (RS) No.1038, Town Planning (TP) Scheme No.1 (Sevasi), Open Plot (OP) No.114, Final Plot (FP) No.101, Block No.54, Mouje Sevasi, Vadodara**, assessed by the Assessor and Collector of Municipal Rates and Taxes under Ward No. situated at and bounded as follows:

On or towards the North East:

On or towards the South East:

On or towards the South West:

On or towards the North West:

THE SECOND SCHEDULE ABOVE REFERRED TO THE BUILDING

Multi-storeyed building to be known as “**Lilleria 1038**” comprising of a **multi-storeyed building** consisting of **Ground Floor plus 7 (seven)**

upper commercial floors (1st to 7th) with parking facility in basement/s, located on **Gotri-Sevasi 30 Meter Road, Next to Zydex, Vadodara.**

THE THIRD SCHEDULE ABOVE REFERRED TO DETAILS OF SHOP/OFFICE

The Shop/Office bearing number admeasuring on or about sq. mtrs. of carpet area as per RERA and on or about sq. mtrs. (equivalent to sq. ft.) of carpet area as per sanctioned plans on the floor in the Building to be known as "....." along with right to park (.....) car(s) in the car parking areas (as specified below).

Parking facility/space for the Shops/Offices will be provided in the Project below the tower(s) and/or at the ground level in the extra common space (excluding internal roads, walking tracks & space/lobbies between towers etc.) and/or in the basement (if any). Shop/Office-wise allotment of the same will be done by the Society/Association of Members with mutual understanding & convenience or by way of draw-allotment, as may be deemed fit by the Society/Association. It is not necessary/feasible that all the members/Shops/Offices would get identical & even parking space, and of his/her/their choice & location. The effort will, however, be to provide the best possible parking design/layout within the space & resource available in the campus so to accommodate vehicles with comfort to the extent possible. If required & practically feasible, parking shade/s will be erected in the extra common space (excluding internal roads, walking tracks & space/lobbies between towers etc.).

THE FOURTH SCHEDULE ABOVE REFERRED TO LIST OF AMENITIES

- R.C.C. Structure with Seismic Design
- Minimum 10' Feet Floor to Floor height
- Section powder coated aluminium windows
- Vitrified flooring in all shops/offices
- Quality electric switches from reputed brand
- Concealed Copper Wiring
- Electric Wiring and switches with adequate electric Points

The Promoters have constructed the Shop/Office with standard specifications and workmanship, as committed at the time of booking.

THE FIFTH SCHEDULE ABOVE REFERRED TO LIST OF COMMON AREA FACILITIES

- Power Back-up Generator for Passenger lift and common area lighting

- Elevator
- Fire Fighting System
- Overhead Water Tank
- Meter Cabinets

The Promoters have constructed/developed the common area & facilities/amenities with standard specifications and workmanship, as committed at the time of booking.

Post-completion & installation of common amenities/equipments/etc. in the project/towers, maintenance of the same will be borne from the common maintenance fund notwithstanding whether, or not, possession of the same has/have been taken over by the Members/Society/Association. Needless to mention that warranties of common amenities/equipments/etc., if available from the respective vendors, will be effective from the date of installations.

In case drainage system and/or water connection of local Development Authority is/are likely to take some time beyond completion of the Scheme; the Vendor will arrange to provide underground sewage system and bore well, as may be required. In such an event, the Vendor cannot guarantee quality of ground water or guarantee against contamination (if any) & longevity. Maintenance & repairs of the same will be the onus of the Members/Society/Association.

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their hands and seals the day and year first herein above written.

SIGNED SEALED AND DELIVERED

By the within named **Promoters...**

.....
Land Owner
Mr. Vir Rajesh Patel (POA Holder)

.....
Land Owner
Mr. Atul Ghanshyambhai Patel (POA Holder)

.....
Developers, the Confirming Party
Mr. Vir Rajesh Patel (Authorised Signatory & Managing Partner)
Lilleria Developers LLP

In the presence of

- 1)
- 2)

SIGNED SEALED AND DELIVERED

By the within named **Purchaser(s)**...

In the presence of

- 1)
- 2)

RECEIVED the day and year first herein above
written of and from the Purchaser(s) a sum of
Rs./- (Rupees
..... Only) being part payment
towards Sale Consideration inclusive of EMD

WE SAY RECEIVED

For

.....
**Designated Partner/Authorised
Signatory**

WITNESSES:

1)

2)