

DRAFT DEED OF ALLOTMENT

Re: Unit No. _____ of project known as "**Bakeri Swara**"
situate at Mouje: Jambuva, Taluka City, District: Vadodara for
Sale Consideration of Rs. _____/-

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THIS **DEED OF CONVEYANCE** executed at Ahmedabad
on this _____ day of _____, 20____:

BY AND BETWEEN

Swara Co-operative Housing Society Limited, (PAN-AAEAS 6872 K),
a co-operative housing society, registered under the Gujarat Co-operative
Societies Act 1961, by registration GH-20394 dated 18/02/2010, having its
registered / administrative office at "Bakeri Swara", Near ABB, jambuva,
Vadodara, hereinafter referred to as the "**Party of the First Part**" or "**The
Owner**" or "**The Society**"(which shall unless it be repugnant to the
context or meaning thereof mean and include its present and future
Chairman, Secretary, Committee members, executors, administrators,
successors, assigns etc.) of the **FIRST PART;**

AND

Bakeri Urban Development Pvt. Ltd., (PAN-AAACH 4674 C), a
company duly incorporated under the Companies Act, 1956 and having its

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registered office at "Sanskrut", 1st Floor, Old High Court Road, Navrangpura, Ahmedabad-380 009, hereinafter referred to as "**Party of the Second Part**" or "**The Developer**" or "**the Company**" (which expression shall unless repugnant to the context and meaning thereof mean and include its present and future President, representatives, executors, administrators, successors, assigns etc.) of the **SECOND PART**;

AND

[If the Allottee is a company]

_____, (PAN: _____)
a **Company** incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its CIN no. _____) and having its registered office at _____, represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as "**The Party of the Third Part**" Or "**The Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees), of the **THIRD PART**;

[OR]

[If the Allottee is a Partnership]

_____ (PAN: _____), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at: _____, represented by its authorized partner, _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as "**The Party of the Third Part**" Or "**The Allottee**" (which expression shall unless repugnant to the

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context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners), of the **THIRD PART;**

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, son / daughter / wife of _____, PAN: _____), aged about _____years, **Hindu by religion**, Indian Inhabitant, residing at: _____, (hereinafter called the "**The Party of The Third Part**" Or "**The Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her / their / respective heirs, executors, administrators, successors-in-interest and permitted assignees), of the **THIRD PART;**

[OR]

[If the Allottee is an HUF]

Mr. / Mrs. _____ son / wife of _____, aged about _____years, **Hindu by religion**, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, (PAN: _____), having its place of business / residence at _____, hereinafter referred to as the "**The Party of The Third Part**" Or "**The Allottee/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF,

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their heirs, executors, administrators, successors-in-interest and permitted assignees), of the **THIRD PART**;

In this Deed of Allotment, singular shall include plural and vice versa.

In this Deed of Allotment, masculine gender shall include feminine or neutral gender or vice versa.

In this Deed of Allotment, the Party of the First Part, the Party of the Second Part and, the Party of the Third Part are individually referred to as Party and jointly as Parties.

The Party of the First part owns and is seized and possessed of or otherwise well and sufficiently entitled to an immovable property being land admeasuring 1842 sq. mtrs. of City Survey no.1008 (Survey no.548/1) ,13183 sq. mtrs of City Survey no.1012/117 paiki (Survey no.548/2 paiki) ,3440 sq. mtrs of City Survey no.1010 (Survey no.551) and 3642 sq. mtrs of City Survey no.1011 (Survey no.552), total land admeasuring 22107 sq. mtrs of Mouje Jambuva, Taluka and District Vadodara, more particularly described in the **SCHEDULE-I** hereunder written (hereinafter in this agreement be referred to as the "**said land**").

AND WHEREAS the Party of the First part entered into a Development Agreement on 05/05/2010 with the Party of the Second part to develop a scheme of residential apartments over the said land and in view of subsequent development the rights and obligations under the said agreement have been transferred and those rights and obligations are now the rights and obligations between the Party of the First Part and the Party of the Second Part ;

AND WHEREAS, the permission for non-agricultural use of said lands has been earlier granted by various orders.

AND WHEREAS the Town Development Officer, Vadodara Municipal Corporation, has permitted development of the Project Land and approved plans over the Project Land and issued commencement Letter/Rajachitthi nos.HB-63/2010-2011 on 19/03/2011,

AND WHEREAS the Party of the First Part has resolved to develop or continue to develop the Project Land and has agreed with the Party of the Second Part to adopt development agreement which was earlier entered into with the erstwhile society and entrusted to the Party of the Second Part, the development of the Project Land, more particularly described in **SCHEDULE-A** for the Scheme of construction and to continue development of Housing Project on the terms and conditions agreed under earlier Development Agreement referred to hereinabove and authorized it to enroll members in the scheme, collect money and permitted the use of the Project Land for the aforesaid purpose and to charge development cost, collect contribution from the members of the Scheme towards the Project Land and carry out construction and to enter into agreement with the prospective members;

AND WHEREAS as entitled under development agreement and in accordance with the plans sanctioned by Vadodara Municipal Corporation, the Party of the Second Part developed a scheme of residential Units with common amenities and facilities on the said land named and known as "**Bakeri Swara**";(hereinafter referred to as "**the said Scheme**");

AND WHEREAS the Party of the Third Part expressed his interest to purchase a residential Unit No. _____ admeasuring _____ sq. mtrs. Carpet area equivalent to _____ sq. ft. equivalent to super built-up area of _____ sq. mtrs.(_____sq. ft) on the _____ Floor of Block ' _____ ' along with garage/closed parking no. _____ in the said scheme constructed on the said land together with undivided proportionate share in the said land, more particularly described in the **SCHEDULE-II** hereunder written (hereinafter referred to as the "**said Unit**");

AND WHEREAS by an Agreement for Sale dated _____ day of _____ entered into between the parties hereto and registered with the Sub Registrar of assurances by registration No. _____, the Party of the First Part and the Party of the Second Part have agreed to convey to the Party of the Third Part said unit for a consideration and on the terms and conditions contained therein;

AND WHEREAS the title of the Party of the First Part to the said land is clear and marketable and the Party of the First Part and the Party of the Second Part have represented that they have not entered into any memorandum of understanding, agreement for sale, lease, or any other similar agreement with any other person or entity for the purpose of transfer or conveyance of the said Unit and also have not created any mortgage, charge or lien over the said land, except receivables of the Scheme are escrowed to State Bank of India, Overseas Branch, Ahmedabad.

AND WHEREAS the Party of the Third Part has satisfied himself regarding title of the said Unit as well as upon the physical verification of construction on site and the common amenities provided in the said Scheme and other particulars, has confirmed full and complete information, details of the said Scheme, including but not limited to title of the Party of the First Part as also in regard to approved plans, permission for non-agricultural use and other permissions and sanctions, plans and specifications, quality of materials used in the Scheme as also regarding common amenities and facilities have been provided and furnished to him and having been fully satisfied about it, has agreed to purchase the said Unit for a consideration described in the **SCHEDULE-III** and on the terms and conditions agreed between the parties;

AND WHEREAS the Party of the Second Part has represented that provisions of all applicable laws, rules and regulations for the purpose of the Development have been properly observed and all information in that regard have been furnished to the Party of the Third Part;

AND WHEREAS the parties hereto have complied with the terms and conditions of the hereinbefore recited agreement for sale and the Party of the Third Part has paid the entire consideration and called upon the Party of the First Part and the Party of the Second Part to execute Deed of Allotment in the manner appearing herein;

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NOW THIS INDENTURE WITNESSETH THAT in pursuance of premise and in consideration of amount described in the SCHEDULE-III paid by the Party of the Third Part to the Party of the First Part and the Party of the Second Part, being the full consideration payable by the Party of the Third Part to the Party of the First Part and the Party of the Second Part (the receipt whereof the Party of the First Part and the Party of the Second Part do and each of them doth hereby admits and acknowledges and of and from the same and every part thereof doth hereby acquit, release and exonerate the Party of the Third Part forever),

IN CONSIDERATION OF the premises and IN FURTHER CONSIDERATION of the said Sale CONSIDERATION more particularly mentioned in the Schedule hereunder written being the full consideration or sale price paid by the Party of the Third Part to the Party of the Second Part, the Party of the First Part and Party of the Second Part grant, convey, allot and assure unto the Party of the Third Part the Said Unit, more particularly described in the Schedule-II hereunder written, TOGETHER WITH other common interest and benefits of the Project usually held, used, occupied and enjoyed therewith or reputed or known as part or member thereof and to belong to or be appurtenant thereto.

2. The Party of the Third Part TO HAVE AND TO HOLD all and singular the Said Unit hereby given, allotted, granted, conveyed and assigned and intended or expressed so to be with his and every of their rights, members and appurtenances unto and to the use and benefit of the Party of the Third Part for ever SUBJECT TO the payment of all rates, charges, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Panchayat, Vadodara Municipal Corporation, State of Gujarat or any other State/Central Govt./Semi Govt./Local body in respect thereof and FURTHER SUBJECT TO rules, regulations, conditions, limitations, restrictions, provisions, stipulations and covenants contained in Annexure "A" hereto.
3. The Party of the First Part and Party of the Second Part hereby for themselves, their executors, administrators and assigns covenant with the Party of the Third Part that notwithstanding any act, deed, matter or thing whatsoever by the Party of the First Part and Party of the Second Part or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, THEY, the Party of the First Part and Party of the Second Part now have in themselves good right, full power and absolute authority to give, grant, allot, convey and assign the Said Unit hereby given, allotted, granted,

conveyed, assured and assigned or intended so to be unto and to the use of the Party of the Third Part.

4. The Party of the First Part and Party of the Second Part hereby for themselves, their executors, administrators and assigns covenant with the Party of the Third Part that it shall be lawful for the Party of the Third Part from time to time and at all times hereafter peacefully and quietly to hold, enter upon, have, occupy, possess and enjoy the same and receive the benefits and profits thereof and of every part thereof to and for his own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Party of the First Part and the Party of the Second Part or by any person or persons lawfully or equitably claiming by, from, under or in trust for them, but SUBJECT TO aforesaid and hereafter.
5. The Party of the First Part and the Party of the Second Part hereby for themselves, their executors, administrators and assigns covenant with the Party of the Third Part that the Party of the First Part and the Party of the Second Part agrees that at the request and cost of the Party of the Third Part, the Party of the First Part and the Party of the Second Part do and execute all such further and other lawful and reasonable acts, deeds, things, matters and writings required for more properly transferring and vesting the Said Unit unto the Party of the Third Part.

B. The Party of the Third Part has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Party of the First Part and the Party of the Second Part that the Said Unit allotted, granted, conveyed, transferred and assigned by the Party of the First Part and the Party of the Second Part unto the Party of the Third Part is specifically subject to the followings.

- i). Rules, regulations, conditions, limitations, restrictions, provisions, stipulations and covenants contained in Annexure "A" hereto and on the part of the Party of the Third Part confirmed and accepted, and to be observed and performed. The same shall be covenants running with the Said Unit.
- ii) The said Project consists of several Units to be disposed of to several prospective purchasers. For the purpose of long term harmony and to maintain social character, convenience and efficient management, day to day running and maintenance of the common areas and all common amenities and services of the Scheme, and to hold the land and Scheme, and for the common object and purposes of the purchasers of the Units in the Scheme, and to meet the requirement of law maintenance entity or other entity is to be formed to consist of purchasers of the Units in the Scheme as its Members and Shareholders.
- iii) The Party of the Third Part shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations and decisions as regards

general administration and management of affairs and matters relating to common amenities, facilities, services, infrastructures and conveniences of the said Scheme and generally of common interest and benefit of the holders of the Units in the project framed by the Party of the First Part/ the Party of the Second Part from time to time.

- iv) In general without prejudice to the rights, interests, benefits, advantages, privileges, powers and authorities of the Party of the Second Part as per said Development Agreement and generally in respect of the said Scheme and for disposal of the other premises thereof to other persons.
- v) Any transfer or assignment inter- vinous or by operation of law or any disposal in any manner whatsoever by way of transmission, inheritance or succession of the Said Unit shall always take effect along with the shares and membership of the party of the First Part and along with the rules, regulations, conditions, limitations, restrictions, provisions, stipulations and covenants contained in Annexure "A" hereto. The Party of the Third Part will take prior written permission of the Party of the First Part to sell, transfer, lease, sub-lease, rent or any other agreement like leave and license agreement relating the said Unit.

The expenses of this Deed of Allotment such as stamp duty, registration fees, other incidental expenses and other taxes, if any, have been borne and agreed to be borne by the Party of the Third Part;

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals to these presents the day and year first hereinabove written.

SCHEDULE-I

(Description of the said land)

ALL THOSE pieces and parcels of land admeasuring 1842 sq. mtrs.of City Survey no.1008 (Survey no.548/1) ,13183 sq.mtrs of City Survey no.1012/117 paiki (Survey no.548/2 paiki) ,3440 sq.mtrs of City Survey no.1010 (Survey no.551) and 3642 sq.mtrs of City Survey no.1011 (Survey no.552), total land admeasuring 22107 sq.mtrs of Mouje Jambuva, Taluka and District Vadodara .and bounded as follows:

East :
West :
North :
South :

SCHEDULE-II

(Description of the Unit)

ALL THAT the Unit No. _____ admeasuring _____ sq. mtrs. Carpet area equivalent to _____ sq. ft. equivalent to super built-up area of _____ sq. mtrs.(_____sq. ft) on the _____ Floor of Block ` _____ ' of **"Bakeri Swara"** constructed on the land more particularly described in the Schedule-I hereinabove written, together with proportionate undivided share in the said land calculated to _____sq. mtrs. and bounded as follows;

East :
West :
North :
South :

SCHEDULE-III

(Details of the consideration)

Bank Name	Branch Name	City Name	Cheque e no.	Cheque Date	Amount
(RUPEES _____ ONLY)					

SIGNED, SEALED & DELIVERED
BY THE WITHIN NAMED:
THE SWARA CO-OPERATIVE
HOUSING SOCIETY LIMITED
Through its Authorised Signatory,

SIGNED, SEALED & DELIVERED

BY THE WITHIN NAMED:

BAKERI URBAN DEVELOPMENT

PRIVATE LIMITED,

Through its Authorised Signatory

In the presence of :

1. _____

2. _____

Re: IN THE MATTER OF Residential Scheme, known as "Bakeri Swara", on the land admeasuring 1842 sq. mtrs.of City Survey no.1008 (Survey no.548/1) ,13183 sq.mtrs of City Survey no.1012/117 paiki (Survey no.548/2 paiki) ,3440 sq.mtrs of City Survey no.1010 (Survey no.551) and 3642 sq.mtrs of City Survey no.1011 (Survey no.552), total land admeasuring 22107 sq.mtrs of Mouje Jambuva, Taluka and District Vadodara .

RULES, REGULATIONS, CONDITIONS, RESTRICTIONS, PROHIBITIONS, STIPULATIONS AND COVENANTS RUNNING WITH THE SAID UNIT.

A. TITLE AND POSSESSION:

1. The Party of the Third Part has perused, studied and explained to himself the Certificate and Report on Title of the Land issued by K. Nanavati & Gandhi Associates, Advocate and the records, documents, papers and writings referred to therein, sanctioned Development Plans, specifications designs and details of the Scheme and other matters and things generally relating to the Scheme. The Party of the Third Part is satisfied about the same.
2. a) The work of construction and development of the Scheme and Said Unit is duly complete.

- b) The Party of the Third Part has visited the Scheme at site.
The Party of the Third Part has also taken inspection of the Said Unit and has checked, verified and satisfied about its area – measurement, and that the Said Unit is duly complete in all respect with all utilities of water, sewerage, electrification, plumbing, and all required agreed common amenities, facilities and services.
- c) The Party of the Third Part has no complaint or grievance of any nature whatsoever for the quality of construction and the materials used and for the plans, specifications and designs of the Said Unit and Scheme.
3. The Party of the Third Part shall have no claim with respect to any part of the Scheme, like common foyer, ground level parking, basements parking, common amenities, terraces, open margin land, common open areas and spaces, lifts, lift well, staircases, lobbies, passages, exhaust fans, garbage ducts, fire system, plumbing duct, utility area, D.G. Set, bore-well, underground and over-head water tank, common areas and spaces, common amenities, facilities, services, utilities, and other assets of common use as may be, save and except the Said Unit reserved for him herein and minimum conveniences required for use, occupation and enjoyment of Said Unit.
4. The expression "Said Unit" given to the Party of the Third Part herein shall be read, understood, interpreted and

implemented with the spirit and intention the covered useable space thereof for their use, occupation and enjoyment only for residence.

B. USE AND MAINTENANCE:

1. a) The Party of the Third Part shall not use the Said Unit or permit the same to be used for any purposes whatsoever other than residence or which may or is likely to cause nuisance or annoyance to occupiers of the other Units nor for any illegal or immoral purposes or for the purposes prohibited by law.
- b) The Party of the Third Part will not use or permit to be used the Said Unit or any part thereof for commercial or business purposes, like (dairy, hostel, club, gymkhana, hotel, restaurant, eatery, gymnasium, nursing home, storehouse for commercial/ hazardous goods, office of the trade union or political parties or any other.) The list given is only illustrative and not exhaustive.
2. The Party of the Third Part shall not change or make any holes or openings, or draw or lay any wires, cables, pipes through, or in any other manner damage, the columns, beams, slabs or RCC part or walls or other structural members of the Said Unit or any part of the Scheme.

3. The Party of the Third Part shall not store in the Said Unit or bring in the Scheme any goods which are hazardous, combustible or with strong smell or excessively heavy so as to affect or damage the construction or structure of the Scheme, and shall not carry or cause to be carried heavy packages to the Said Unit which are likely to damage the lifts, staircase, common passages, other spaces or any other structure or parts of the Scheme, its amenities, facilities and services.
4. The Party of the Third Part shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Unit or for the purpose of repair of any part of the Scheme or other unit or in the compound or any portion of the Scheme.
5. The Party of the Third Part will not use or permit to be used the common passages, stairs, staircases or any other open areas, spaces, margin lands, etc. of the Scheme for waiting, storage or keeping any articles or things, organizing parties/functions or in any other manner.
6. The Said Unit shall be used, occupied and enjoyed by the Party of the Third Part as one Unit and the Party of the Third Part shall not divide or sub-divide the same for use as more than one Unit. It has been specifically agreed that the main door and other openings by way of doors, windows or any other in the Said Unit shall not be changed, altered in colour, size or location. No new or

other door, window or opening shall be made other than as proposed.

7. It is hereby agreed that the Party of the Third Part shall not put any notice/sign board / display / signage on the Said Unit or any part of the Scheme. The place, colour and size of the name board shall be decided by the Party of the First Part / the Party of the Second Part. However, the cost of preparation, fixing and maintenance of name board shall be borne and paid by the Party of the Third Part.
8. The Party of the Third Part shall not change the outside elevation or colour scheme and shall not decorate the exterior of his Said Unit other than in the manner in which the same was previously decorated.
9. The Party of the Third Part hereby covenants to keep the Said Unit, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the building, also other than the Said Unit.
10. The Party of the Third Part shall maintain at his cost the Said Unit in the same good condition, state and order in which it was delivered to him and shall abide by the Rules and Regulations of the Government, Vadodara Municipal Corporation (VMC), Vadodara Urban Development Authority (VUDA), Nagar Panchayat, District Panchayat and Electricity Company, Town Planning Authority, local

bodies and other authorities and the Party of the First Part and shall attend, answer and be responsible for all his actions.

11. The Party of the Third Part shall not at any time demolish or cause to be demolished the Said Unit or any part thereof. However, if any additions or alterations in or about or relating to the Scheme of which the Said Unit forms a part of are thereafter required to be carried out by the Government, District Panchayat, VMC/ VUDA or any statutory authority, the same shall be carried out by the holders of the Units in the Scheme at their own cost and consequences and the Party of the Second Part shall not be in any manner liable or responsible for the same.
12. Fire Protection System or any other service, utility or facilities if required relating thereto by law or any authority, to be installed or erected in the Said Unit or any other measures which may be required to be taken relating thereto shall be attended by Party of the Third Part. All and every costs, charges and expenses for the same shall be borne and paid by the Party of the Third Part.
13. The Party of the Third Part shall insure and keep insured the Said Unit against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof, with nationalized insurance company of repute having office at Vadodara, and in the event of the Said Unit being damaged or destroyed by fire

or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Unit as soon as reasonable, practical and required.

14. The Party of the Third Part shall not do or permit to be done any act or things which may render void or voidable any insurance of any Unit in the Scheme or any part of the Scheme or cause any increased premium payable in respect thereof.
15. The Party of the Third Part shall permit the Party of the First Part / the Party of the Second Part and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Unit or any part thereof to view and examine the state and condition thereof and the Party of the Third Part shall make good any defects found within ten days of the giving of such notice in writing by the Party of the First Part / the Party of the Second Part to the Party of the Third Part.
16. The Party of the Third Part shall permit the Party of the First Part / the Party of the Second Part and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Said Unit or any part of the Scheme and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, water and drainage pipes, cables, water covers, gutters, wires, or other conveniences belonging to or servicing or used for the Scheme and also for the purpose of laying

down, maintaining, repairing, re-constructing and testing drainage, gas, water pipes and electric wires, cables for internet/TV and for similar or other purposes.

17. The Party of the Third Part has verified and satisfied that the Party of the Second Part has used all the materials, articles, goods etc. of very good quality and standard. However the Party of the Third Part is aware and has accepted that due to changes in weather / temperature or due to rain / heat, the wooden frames of doors / windows and other wooden goods / materials used in the Scheme and Units may be swollen and the Party of the Third Part may face some hardship or difficulty and may have adverse effect due to this. The Party of the Third Part has also agreed that, there will be some rusting on metal items, like stoppers, grilles, fixtures and fittings, etc. and these all can happen due to changes in weather / temperature and/or humidity and the Party of the Third Part shall not be entitled to claim and recover any damage or compensation from the Party of the Second Part on such account.

C. PAYMENT OF TAXES ETC.

1. The Party of the Third Part shall be responsible and liable to bear and pay all Municipal Taxes, cesses, dues and impositions of every description of the Vadodara Municipal Corporation, Gram Panchayat, of the State and/or Central Government and/or any other State/Central Govt./Semi

Govt/Local bodies and authorities, which exclusively relate to or pertain to the Said Unit.

2. So long as the Said Unit is not separately assessed for water rates, electricity bills, and any other outgoing amenities/facilities, the Party of the Third Part shall pay to the Party of the First Part/ the Party of the Second Part such amount as may be fixed by it from time to time. After the Said Unit in the Scheme is separately assessed, the balance amount will be refunded to or deficiency will be recovered from the respective Purchaser by the Party of the First Part/ the Party of the Second Part. The decision of the Party of the First Part/ the Party of the Second Part in all matters relating to the same shall be final and binding upon the Party of the Third Part.
3. The Party of the Third Part hereby agrees that if any amount becoming payable by the Party of the First Part or the Party of the Second Part to the Nagar Panchayat, the State Government, VMC, VUDA, Town Planning Authority, or other public authority like betterment charges or development taxes or payment of similar and/or any other nature, the same shall be paid/ reimbursed by the Party of the Third Part as may be fixed by the Party of the Second Part.
4. The transaction covered herein may become liable to tax under any direct or indirect tax laws or similar other laws.

If by reason of any amendment to the constitution or enactment or interpretation or amendment of any other law, Central or State, or on account of change in legal position, this transaction is held to be liable to tax, either as a whole or in part or for any inputs of materials or equipment or service used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Party of the Third Part on demand at any time.

5. The said amount paid by the Party of the Third Part as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses present and future in respect of these presents and in respect of any further or other documents that may be made and executed or required to be made and executed or called upon to be made and executed; all taxes and charges of every description whatsoever relating to past, present or future levied, charged or imposed by State Government, Central Government or by any authority whatsoever under any law, including without limitation revised NA charges, sales tax, Goods and Service Tax, labour welfare, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by the Party of the Third Part. They will be paid immediately upon demand made by the Party of the Second Part. The amount as may be fixed by the Party of the Second Part for or towards the same shall be final, conclusive and binding upon the Member.

D. ASSETS OF COMMON USE AND PAYMENT OF ADMINISTRATION, MAINTENANCE, ETC.

1. a) The Party of the Third Part shall pay by way of Common Maintenance Fees the amount at the rate of Rs. [REDACTED] per square foot of Super Built-up Area for initial period of [REDACTED] months from the date offer of possession / obtaining of Building Use Permission and thereafter as may be fixed by the Party of the Second Part. This Maintenance amount will be utilized to meet with/pay for the common electricity bills, water bills, staff salaries, repair, replacement, addition, modifications, renovation, administration, management, etc. of common amenities, facilities, services and infrastructure of the Scheme. The Maintenance amounts for other Units in the Scheme will be payable similarly by other Unit holders. If the Maintenance amounts are found to be insufficient, the Party of the Third Part may be required to pay an additional amount in the opinion of Party of the First Part/ the Party of the Second Part be sufficient, to make good the deficit in such expenses. The decision of the Party of the First Part/ the Party of the Second Part in all matters herein shall be final and binding upon the Party of the Third Part.
- b) In addition to aforesaid, Common Maintenance Fund at the rate of Rs. [REDACTED] per square foot of Super Built-up Area shall be paid by the Party of the Third Part. Similar Common Maintenance Fund will be generated from the other Purchasers of the Units in the Scheme,

and the income thereof will be utilized to meet the expenses of maintenance, repair, etc. of the common amenities, facilities, services, conveniences, utilities and common infrastructure of the Scheme.

- c) If the Party of the First Part/ the Party of the Second Part shall make any other arrangement for the matters referred to in sub clause (a) and (b) above, including to attend the same through Estate Management Agency or any other, the same shall be binding upon the Party of the Third Part, and the Party of the Third Part shall be obliged to pay, contribute, attend, observe, perform, comply and carry out in accordance therewith.
2. The said Scheme is conceptualized, designed and is implemented by the Party of the Second Part. Under these circumstances, the over-all ownership, control, administration and management of the Scheme and its common areas and spaces, common infrastructure, amenities, facilities, services, conveniences and utilities (Hereinafter referred to as "Assets of Common Use") will remain with the Party of the Second Part, and thereafter the Party of the First Part. The parking, terraces, margin lands of special and specific location are earmarked limited common area of the Scheme. The Party of the First Part and the Party of the Second Part has emphasized and the Party of the Third Part has accepted that the beauty and pleasure and enjoyment of the Scheme and its premises are in the proper management and maintenance and running of its Assets of Common Use.

3. a) The affairs, matters and things as regards the Party of the First Part /the Party of the Second Part , relating to the Scheme and Assets of Common Use and to manage, maintain, control, regulate, monitor, look after, renovate, upgrade, etc., the Assets of Common Use may, at its sole option may be attended by the Party of the Second Part, by offering its services, through a group concern for such period and in such manner as it may fix before handing over possession.
- b) The Party of the Second Part may attend the aforesaid by itself or through an agency on such terms and conditions that may be finalized by the Party of the Second Part in the interest of the Assets of Common Use and the Services and Purchasers.
- c) The Party of the Second Part may manage the matters and things relating to the Assets of Common Use either directly or through the Party of the First Part, and in doing so may directly appoint employees on its payroll or on the payroll of the Party of the First Part or appoint agencies to provide various services concerning the same. The Party of the Second Part may appoint an Estate Manager and other supporting staff for day to day management of the Scheme and its Assets of Common Use on the payroll of the Party of the First Part or otherwise.
- d) Common Maintenance Expenses and Common Maintenance Deposit to be handled, managed, parked/

invested, used, utilized, etc. in the hands of or through the Party of the First Part, by the Party of the Second Part in the interest of the Party of the First Part and Assets of Common Use.

- e) The Party of the Second Part may hire professional managers and/or management agency for supervision and management of the Assets of Common Use. Direct or pro-rata charges and overheads for such services will be payable by the Party of the First Part.
 - f) The Party of the Second Part as agent and for and on behalf of and in the name of the Party of the First Part will be entitled to attend all matters and things herein, including attend/manage the financial transactions and the same shall be duly accounted for.
4. All the affairs, matters and things handled and attended by the Party of the Second Part herein will be at the cost, risk and consequences of the Scheme. The Party of the Second Part will maintain proper records in handling and attending the aforesaid financial and other matters and things.
5. a) i) The Party of the Third Part regularly without any delay or default shall pay the Maintenance, Administrative and other Management deposits and charges fixed or that may be levied, charged or imposed by the Party of the First Part and the Party of the Second Part from time to time.

- ii) Without prejudice to the other rights and remedies of the Party of the First Part provided under the bye-laws or otherwise available under the law, in case of regular or continuing delay or default in making such payments or part thereof or Party of the Third Part committing breach or violation of any other provisions herein on Party of the Third Part's part to be observed and performed, the Party of the First Part may by a vote of two-third majority in its General Body Meeting remove and expel the Party of the Third Part from the membership of the Party of the First Part.
- iii) Consequently, the purchase of the Said Unit shall stand cancelled and revoked, and the Party of the First Part will have right of entry in the Said Unit, and the Party of the First Part will be entitled to dispose of the Said Unit by way of sale to existing or new Purchaser, as the Party of the First Part in the General Body Meeting by majority may decide. Surplus of proceeds or benefits or accruals after the adjustment of outstanding amounts will be entitled to be received by Party of the Third Part. The exercise of such authority shall be enforced after a 30 days' notice is given by the Party of the First Part to the Party of the Third Part and the Party of the Third Part has failed to remedy such breach or delay within this period of thirty days.
- b) Subject to aforesaid, the decision of the Party of the Second Part in all affairs, matters and things aforesaid

shall be final and binding upon the Party of the Third Part and the Party of the First Part.

6. a) Any of the matters and things herein may be changed, modified, revised, altered, added, substituted, etc. from time to time by the Party of the Second Part.
- b) The Party of the Second Part shall not be personally liable or responsible for all and every act, deed, matter and thing done or omitted to be done by it bonafide and as a man of reasonable prudence. The Party of the First Part and the Party of the Third Part shall indemnify and keep indemnified the Party of the Second Part and all other persons under it in respect of thereof.
7. All affairs, matters and things in respect of the aforesaid accounts and records audited and certified by the Chartered Accountant shall be final, and thereafter the Party of the Second Part shall not be responsible/liable towards the Party of the First Part, Party of the Third Part or Members.
8. The Party of the Third Part shall be bound by such rules and regulations as may be framed by the Party of the Second Part and/or the Party of the First Part in the matter of use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement, etc. of common amenities, common areas, facilities, services, conveniences and infrastructure of the Scheme.

9. Notwithstanding other provisions contained herein, any arrangement that may be worked out by the Party of the First Part / the Party of the Second Part for or in the matter of management, maintenance, use, occupation, enjoyment, etc. of the Assets of Common Use of the Scheme, to hold and use Common Maintenance Fund, and other matters and things of common interest shall be binding upon the Party of the Third Part herein and other members of the Said Unit in the Scheme. The Party of the Third Part herein and other premises holders/occupiers will be subject to General Rules of the Scheme in the manner as per Annexure "B" hereto and as may be modified by the Party of the First Part from time to time.
10. a) The Party of the Second Part has prepared layout plan for car parking spaces (covered and in open) in the compound, in the margins, under the building in the hollow plinth and basement, etc. Such parking space shall not be used for any purpose other than parking of private and personal vehicles. Rules, regulations and discipline as regards distribution, maintenance, payment - charges – amounts – security deposit, use and matters and things relating to parking/s including reserved parking/s by Purchaser/s / Unit holder/s will be decided by the Party of the First Part in consultation with Party of the Second Part and the same shall be binding upon the Party of the Third Part herein and other Party Purchasers/s in the Scheme. The Party of the Third Part is given allotted car parking in Scheme without any extra charge.

- b) Assets of Common Use shall be used with due care, caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to others.
11. i) The Scheme will finally be handed over to the Party of the First Part upon the same is fully and finally executed, all premises thereof have been allotted and disposed of and all the amounts and revenues to be recovered from Scheme by Party of the Second Part and agencies claiming under it are fully and finally recovered.
- ii) However, the handing over of the Scheme shall be for the limited object and purpose to look after, manage, maintain the common amenities, facilities and services and other common interest of the holders of the premises. The Party of the Second Part will be entitled to all rights and interest reserved for it under these presents.
12. All administration, affairs, matters and things regarding use, utilization, enjoyment, distribution, sharing, payments, etc. of the Assets of Common Use by and between the Purchasers, one or more of them, general or specific, with full interest or limited interest, in part or full, with or without payment of charges, etc. will be decided and will be governed according to rules, regulations, decisions, policies, guidelines and resolutions of the Party of the First Part / Party of the Second Part. The decision

of Party of the Second Part in case of disagreement or dispute or difference shall be final and binding to The Party of the First Part and Party of the Third Part.

E. SPECIFIC RIGHTS OF PARTY OF THE SECOND PART

1. The over-all control and management of the Scheme, implementation thereof, power to dispose of units and all and every other related matters, in general shall be that of the Party of the Second Part and the decision of the Party of the Second Part in all matters shall be final and binding upon the Party of the Third Part herein and all other Purchasers in the scheme.
2. Any part of the Scheme interior or exterior, margin land, open areas, open spaces, walls, compound walls, parapet walls, terraces, etc. may be used or allowed to be used for advertisement, hoardings, neon sign lights, display, etc. by any person for hire, reward or for any other consideration and manner as Party of the Second Part may deem fit.
3. It has been agreed that the Party of the Third Part shall not be entitled for any separate estimate of land contribution, construction contribution or any other separate detailed particulars of the said amount paid as price – consideration – contribution of Rs. /- . However, the Party of the Second Part for its purpose may account for the same under such different heads of the Scheme and matters thereof as it may deem proper.

4. The Party of the Second Part / Party of the First Part, in respect of any amount remaining unpaid or payable hereafter by the Party of the Third Part under the terms and conditions hereof, have a first lien and charge on the Said Unit.
5. The Party of the Third Part hereby agrees to pay all the amounts payable under the provisions herein as and when they become due and payable. Time in this respect being the Essence of the Contract. Further the Party of the First Part/ Party of the Second Part is not bound to give notice requiring payment to be made, time for payment of which is specifically agreed upon herein and the failure thereof shall not be placed as an excuse for nonpayment of any amount or amounts on the respective due dates. Any payment required to be made by the Party of the Third Part under the terms hereof, and time for payment if not specifically provided, shall be paid as and when demanded by the Party of the First Part/ Party of the Second Part.
6. Any delay by the Party of the First Part/ Party of the Second Part in enforcing the terms of this Indenture or any forbearance or giving time to the Party of the Third Part shall not be considered as a waiver on the part of the Party of the Second Part to the Party of the Third Part nor shall the same in any manner prejudice the remedies of the Party of the Second Part.

7. If the Party of the Third Part neglects, omits or fails for any reason whatsoever to pay to the Party of the First Part/ Party of the Second Part any part of the amounts due and payable by the Party of the Third Part under the terms hereof, or if the Party of the Third Part shall in any other way fails to perform or observe any of the covenants and stipulations herein contained, the Party of the First Part/ Party of the Second Part shall be entitled to re-enter upon and resume possession of the Said Unit and everything whatsoever therein and in such event this Deed of Allotment shall cease and stand terminated. The Party of the Third Part herein agrees that on the Party of the First Part's re-entry on the Said Unit as aforesaid, all the right(s), title and interest(s) of the Party of the Third Part in the Said Unit and under this Indenture shall cease and that the Party of the Third Part shall also be liable for ejectment/eviction as trespasser, subject to and in the manner as stated in clause (6) above.
8. The Scheme shall always be known as "BAKERI SWARA" and this name shall not be changed without the express written permission of the Party of the Second Part. However, the Party of the Second Part may change the name of the Scheme at any time or give different names / sub names to its different parts.
9. The Party of the Third Part has been given the Said Unit only. The Party of the Second Part has made aware the Party of the Third Part that they are proposing to dispose off the other premises in the Scheme to different other

persons. The Party of the Second Part shall have right to dispose off these other premises in such manner and on such terms and conditions as the Party of the Second Part may deem fit. The same shall be binding upon the Party of the Third Part, and the Party of the Third Part shall not have any power or authority to dispute, challenge or take objection for the same.

10. In case of any disagreement between the Party of the Second Part and the Party of the Third Part as regards any matters provided or not provided herein, the decision of the Party of the Second Part shall be final and binding upon the Party of the Third Part.
11. It has been agreed that if any changes, modifications or alterations are affected by the Party of the First Part/ Party of the Second Part in the Scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Party of the Third Part, such changes or modifications or alterations shall be binding upon the Party of the Third Part. The Party of the Third Part shall not be entitled to object, dispute or challenge the same, and Party of the Third Part hereby give his irrevocable consent for the same, and to that extent the terms and conditions, rights and obligations of the Party of the Third Part under this Agreement shall stand modified or changed or altered.

PROVIDED HOWEVER, such change, modification or alteration shall not prejudicially affect the right of the Party of the Third Part with respect to the Said Unit.

F. SPECIFIC COVENANTS BY PARTY OF THE THIRD PART:

1. The Party of the Third Part agrees that in respect of any remittances, acquisition / transfer of the Said Unit, any refund, transfer of security deposit, etc. made by him, attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Party of the Third Part, and all concerned. The Party of the Second Part accepts no responsibility in respect thereof.
2. a) The Party of the Third Part shall not without the written permission of the Party of the First Part, let, sub-let, sell, transfer, convey, mortgage, assign, charge or in any way encumber or deal with or dispose off the Said Unit nor assign, underlet or part with his interest or the benefit of the allotment or any part thereof until the Party of the Third Part shall have obtained permission of the Party of the First Part, and such permission may be granted as per rules and regulations of the Party of the First Part.

b) Any such approval may be granted by the Party of the First Part as per its rules and regulations, and upon

payment of such amount as may be stipulated by the Party of the First Part by way of transfer fees or otherwise, and only if there is no outstanding amount payable to the Party of the First Part/ Party of the Second Part and EMA on any account whatsoever.

3. Future additional construction may be done as per right reserved in para (4) below. All reasonable care will be taken for such construction to be done. However, the Party of the Third Part shall not raise any dispute, complaint or grievance about any annoyance, nuisance or disturbance during day or night that may be caused for carrying out any remaining work in the Scheme or future additional construction, nor shall be entitled to claim any loss, damage or compensation for the same on any account whatsoever. All due care also shall be taken by the Party of the Third Part for safety and security of their person and property.
4. The Party of the Third Part has been allotted the said Unit with an understanding that any other changes, alterations, modifications, revisions may implement in the said Scheme in future in Final Town Planning Scheme.
5. The Party of the Third Part has become member and share holder of the Party of the First Part as per bye-laws, rules and regulations and resolutions of the Party of the First Part and shall be bound by all past, present and future rules, regulations, decisions, policies, guidelines,

resolutions, etc. of the original society and the Party of the First Part herein.

6. The Party of the Third Part for all practical purposes will be deemed to hold the Said Unit as member and share holder of the Party of the First Part.
7. The Party of the Third Part is aware and has perused and studied the constitution of the Party of the First Part, rules and regulations thereof and the resolutions, decisions, etc. taken or adopted from time to time from incorporation thereof till date. The Party of the Third Part accepts and confirms the same and also shall not be entitled to dispute, challenge or object the same.

G. FUTURE DEVELOPMENT AND CONSTRUCTION:

1. All balance- surplus, future, available by purchase from the authority, floating, transferable or any FSI available in respect of the Land and the Scheme shall belong to and will be of ownership of the Party of the Second Part only.
2. The Party of the Third Part has been explained and made aware of surplus and available additional FSI. If the FSI in respect of the said Land is increased and/or additional construction is possible in the Scheme or at any other place on account of Transfer of Development Rights (TDR) on account of FSI originating from the said Land or by TDR or on account of other benefits profits privileges

advantages development potential or on account of land portions being surrendered under D. P. Road/setback or on account of change in Development Plan, in the Government Policies and/or its amendments or any rules and regulations or any other benefits arising on the said Land of any nature whatsoever and/or FSI of other properties being available for being used on the said Land (and/or on the amalgamated other property from Party of the First Part's property, as the case may be), the Party of the Second Part shall be entitled to utilize such additional FSI, including by amending the present Development Plan subject to the necessary permission/sanction being granted by the concerned authority, and construct additional built-up area as and by way of but not limited to (i) additional floors on the building; and/or (ii) construction of additional wing/s to the building and/or (iii) construction of additional building/s.

3. For the purposes aforesaid, the Party of the Second Part will be entitled from time to time to vary, amend and/or alter the layout plans / sanctioned plans / Development Plans in respect of the Scheme without substantially affecting the area and the location of the Said Unit which has been explained and shown to the Party of the Third Part and the Party of the Third Part hereby irrevocably agrees and gives his express consent to the Party of the Second Part for carrying out amendments, alternations, modifications, and/or variations in the layout plan / sanctioned plan / Development Plans of the Scheme for

the aforesaid purpose or such other purpose as may be deemed fit by the Party of the Second Part or required by concerned authority. The consent herein shall be considered to be the Party of the Third Part's irrevocable consent.

4. The Party of the Third Part shall not raise any objection or cause any hindrance in the development/construction by the Party of the Second Part whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Unit or any other part of the Scheme are affected, reduced, limited, restricted or denied. The Party of the Third Part hereby agrees to give all the facilities and assistance that the Party of the Second Part may require from time to time, but at the cost and expenses of the Party of the Second Part, so as to enable the Party of the Second Part to complete the development of the said Scheme in the manner that may be determined by the Party of the Second Part.
5. It is expressly agreed by the parties that the Party of the Second Part is and will solely be entitled to allot, sell and transfer on ownership basis or otherwise and for its own benefit the additional premises that may be constructed by it as aforesaid. Such construction that may be put up will absolutely belong to and will be of the ownership of the Party of the Second Part or the person who may erect the same under authority from the Party of the Second Part. The Party of the Second Part or the person who may

erect may deal with or dispose off the same in part or parts as it may deem fit. All amenities, facilities, services and utilities in the Scheme may be common for such new or additional constructions, and such new or additional constructions that may be put up will be part and parcel of the Scheme.

6. The Party of the Second Part for the purposes of such new or additional construction will be entitled to take full support, shelter and protection of the structure of the existing building and every part thereof, to make use of installations, infrastructures and other paraphernalia including walls, columns, beams, water system, drainage, sewerage, electrification etc. They are designed and equipped to bear the additional load and requirement for additional storeys.

Such new or additional construction may be erected, installed or put up with such design, specifications or details as the Party of the Second Part may deem fit, including to support the same by columns and beams from the ground. New terrace that may come into existence will also belong to the Party of the First Part and the Party of the Second Part with the same rights as provided herein.

7. The related interest on the land conveyed unto the Party of the Third Part by these presents is subject to proportionate variation by way of reduction in case of new and additional construction and to give related interest to the new prospective purchasers for their Units.

H. JOINT HOLDER:

1. In case the Party of the Third Part is joint, consists of more than one, the permission of the usage of the Assets of Common Use by the other joint Allottee will be through the First of such joint Allottee, and shall not be independent or separate.
2. All consents, confirmations etc. if and when required of the joint Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Allottee. However, it has been agreed that for the purpose of the allot, sale, mortgage, transfer etc. the signatures of the entire joint Allottee shall be required.
3. Further, the liabilities, responsibilities, obligations under this Deed of Allotment shall be joint and several of the joint Allottees. All notices, communications etc. may be addressed by the Party of the Second Part to the first of such joint Allottee.
4. The Party of the Third Part inter se shall not be entitled to subdivide the Said Unit, the intent being the Said Unit shall stand in the names of the joint Allottee as one single Said Unit.

I. INDEMNITY BY PARTY OF THE THIRD PART:

1. Without prejudice to other rights and remedies of the Party of the First Part / Party of the Second Part under the terms, conditions and provisions herein, and also otherwise available under the law and in addition thereto, the Party of the Third Part shall indemnify and keep the Party of the First Part / Party of the Second Part, its Purchasers / employees, agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions on his part herein and against any loss, damage, liability, action, claim, suit, proceedings, cost, charges and expenses that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Party of the Third Part as mentioned herein.

J. GENERAL – MISCELLANEOUS:

1. The Party of the Third Part has been given receipts for all the payments made by him to Party of the First Part and the Party of the Second Part. The Party of the Third Part shall obtain receipts for all the amounts that may be paid hereafter to the Party of the First Part / Party of the Second Part. No claim for any payment shall be valid, save and except in respect of which the Party of the Third Part has obtained and produce such receipts.
2. The scope of work and services given by the Party of the Second Part is for the completion of work of construction and development of the Said unit and implementation of

the Scheme actually at site as per Development Plans. The Party of the Second Part will take all steps and put in all efforts, and give all technical support to obtain necessary permissions, approvals, etc., including Building Use Permission required to be obtained from VMC / VUDA, or as regards any matter or thing relating to the Scheme. However, the Party of the Second Part shall not be responsible for any delay in obtaining / granting of any such permission, approval, etc. by the concerned authority for the reasons not attributable to it, and the Party of the Third Part shall not withhold any payment on account thereof.

3. The Party of the Second Part may, at its discretion, provide security, telephone cable, multipurpose cable, TV channels, CCTV, internet and other communication facilities and other facilities of common use and purpose in the Scheme. These facilities may be made available to the Party of the Third Parts in the Scheme. These facilities may be provided through any outside agency under contract with the Party of the First Part/ Party of the Second Part on such terms and conditions as may be finalized by the Party of the Second Part with them. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Party of the Third Part and other Purchasers in the scheme. The Party of the Third Part may use such facilities as per rates - price - consideration and terms and conditions as may be fixed.

4. The Party of the Third Part hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
5. The Party of the Third Part hereby declares that he has been given copies of papers, permissions, writings, plans etc. and has read, understood, accepted and agreed to each and every term of this Deed of Allotment before execution.
6. The Party of the Third Part, as the context may require, shall also include their representatives, occupiers, visitors, authorised person, successors, assigns and all and every other person or persons to claim under him.
7. The Party of the Third Part hereby declare that he has read, understood and agreed to each and every conditions, provisions, stipulations and covenants before execution hereof.
8. The Party of the Second Part has declared and announced its Scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.

9. The "Heading" in these presents is inserted for convenience only, and shall not control, govern, or affect the spirit, intention and interpretation of provisions thereof.
10. The letters, receipts and/or notices issued by the Party of the Second Part dispatched Under Certificate of Posting to the address of the Party of the Third Part or by way of E-mail, as known to the Party of the Second Part will be sufficient proof of receipt of the same by the Party of the Third Part and shall completely and effectively discharge the Party of the Second Part.

ANNEXURE "B"
GENERAL RULES OF THE SCHEME

1. The common amenities, facilities and services may be revised, up-graded, renovated, added, omitted, etc. (Hereinafter referred to as the "Assets of Common Use").
2. Assets of Common Use will be allowed to be used by the members. The same may be allowed to be used by their guest or tenant as per such rules and regulations as may be framed from time to time.
3. The Assets of Common Use shall be used with due care and caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the

same and without causing any nuisance or annoyance to the others.

4. The members shall give all co-operation as the nature and circumstances may require maintaining and keeping the same clean and in good proper condition.
5. Necessary provision to be made by the Party of the First Part/ Party of the Second Part for proper safety, security and protection of the Assets of Common Use. The members shall extend all co-operation to the security staff, and shall follow instructions and rules in relation thereto. In case of disregard or disobedience, members will not be allowed any access or use to any of the Assets of Common Use.
6. Common entrance to the Scheme will be provided with security personal, and the entry and exit will be managed and controlled by security staff as the nature and circumstances may require for proper, safety, security and protection, including entry on production of ID, maintenance of visitors book, signing of register, to close the gate after late night of about 11 p.m. and to open as may be required to go out or get in, etc. on verification of proper identity. The members shall co-operate the security staff for the same. Surveillance / Camera / CCTV facility may also be provided.
7. Any work of interior decoration, furniture or design will be done only under intimation to the Party of the First Part /

Party of the Second Part with prior permission. Such permission will be granted with such restrictions as may be imposed, like

- i) payment of security deposit as may be levied, which will be refunded without interest upon the work is carried out accordingly. Damage if any, caused in the Scheme / building / Assets of Common Use will be deducted therefrom,
- ii) design of the work, if involves any change in civil work to be approved,
- iii) lift will not be used for carrying materials,
- iv) the work will be carried out only during the day time,
- v) the names and details of the persons engaged in the work to be given,
- vi) the estimated time for completion of work to be given,
- vii) the work to be carried out in a manner without causing any nuisance, annoyance or damage to the others.

8. The members shall not make any temporary or permanent change, modification or alteration in the

location, of electricity meter, internal toilets, pantry, etc. and also of specifications and infrastructure and related paraphernalia nor shall make any additions or alterations in the structure of the Scheme, nor shall do anything which may cause damage or which may weaken the structure of the building, like slab, columns, beams, load bearing walls, etc.

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

- f) The reserved parking space shall be kept properly maintained and cleaned, though common maintenance of the parking area will be attended as part of common amenities, facilities and services.
- g) Drive-way of the parking shall be kept clear and free, and shall not be obstructed under any circumstances whatsoever, nor shall any article, material or thing be put thereon or thereat.
- h) This facility of Reserved Parking will be attached to unit and is intended to go along with transfer or transmission of unit as facility running with the premises.
- i) Reserved Parking shall not be separately heritable, transferable or assignable in any manner whatsoever, except running with the premises.
- j) Reserved Parking shall not be allowed to be used by any third party including any other holder of Units.
- k) The Reserved Parking holder shall not erect, construct or install any type of temporary or permanent board, signage or structure or furniture for storage of any article, material or thing. Except parking of vehicle, no other material, article or thing, including relating or referring to the vehicle shall be kept or stored at parking space. To be

more precise except parking of vehicle no article, matter or thing shall be kept or stored thereat.

- l) The Reserved Parking holder shall be required to give registration number of vehicles to be parked. Any change shall be notified to the Party of the First Part.
- m) Parking of the vehicle will be at the risk and consequences of the premises holder, and the Party of the First Part and the management will not be responsible for any type of loss, damage, theft, etc. of the vehicle or relating thereto.
- n) Drive-way shall be used; vehicles shall be parked, taken out, etc. without causing any damage to, hindrance, obstruction, unnecessary noise in pollution, the parking area, and without causing any damage to the person and property of the other vehicles. In general, the parking will be used with extra care and caution, so as not to cause any harm, injury or damage to person and vehicles of the Unit holders and their authorized representatives and visitors.
- o) Reserved Parking will subject to such other terms, conditions and discipline that may be imposed from time to time, including as regards payment of Security Deposit, security or maintenance or administration or management charges.

10. Any permitted work in the premises will be carried out with good workmanship and quality under the help and advice of the professional or expert for the same using good available technology and with well proper equipments and instruments in place of old orthodox crude way of using hammer – hathodi, etc. by using drill machine, cutting machine, core cutter, etc.
11. Plumbing, electrical, sanitary, etc. work shall be carried through the agencies appointed by the Party of the First Part/ Party of the Second Part on payment of charges as may be fixed and finalized. However, no out-side agency will be allowed for the same, except for the entire whole new work and with the permission of the Party of the First Part/ Party of the Second Part.
12. No premises will be given on rent except without the previous written permission of the Party of the First Part / Party of the Second Part. Such permission will be granted on such terms as may be filled by the Party of the First Part / Party of the Second Part, which may include payment of fees, charges, additional common maintenance, etc. Proper and complete details and identification of the persons to use the premises shall be given, whose background will be checked, verified and satisfied by the Party of the First Part /Party of the Second Part.

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

PHOTOGRAPHS OF PROPERTY AS PER SECTION 21 OF
REGISTRATION ACT

POSTAL ADDRESS OF PROPERTY

Unit No. _____, on _____ Floor, "Bakeri Swara", Jambuva,
Taluka City, District Vadodara.

OWNER DEVELOPER
PURCHASER_____ -

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

OWNER AFORESAID

THE SWARA CO-OPERATIVE
HOUSING SOCIETY LIMITED
Through its Authorised Signatory

DEVELOPER AFORESAID

BAKERI URBAN DEVELOPMENT
PRIVATE LIMITED
Through its Authorised Signatory

PURCHASER AFORESAID
