

Draft of Indenture to be entered into between Promoter, Allottee/s and Society

DRAFT INDENTURE

THIS INDENTURE is executed at Ahmedabad on this _____ day of _____, Two Thousand and _____

BY

SUSHRUT ENTERPRISES PRIVATE LIMITED (PAN: AAACA9722E), a Company formed and registered under the Companies Act, 1956, bearing Corporate Identification No. U70100GJ1986PTC008849, having its Office at: Near Anupam Cinema, Next to Ashima Mills, Shri Khandubhai Desai Marg, Khokhara, Ahmedabad – 380 021, hereinafter referred to as the “PROMOTER”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART

IN FAVOUR OF

(1) _____, (PAN: _____), Adult, having Address/Residing at: _____, hereinafter referred to as the “ALLOTTEE” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, executors, successors and permitted assigns); of the SECOND PART

AND

(2) _____ (PAN: _____), a Society, formed and registered under the Gujarat Co – operative Societies Act, 1961, bearing Registration No. _____, having its Address at: _____, hereinafter referred to as the “SOCIETY”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the THIRD PART.

A. WHEREAS:

1. By a Deed of Assignment of Leasehold Rights dated 30th October, 2017 read with Declaration – cum – Confirmation dated 28th September, 2018, both registered under Serial No. 9452 and Serial No. 10434, with the Office of the Sub – Registrar, Ahmedabad – 7 (Odhav), the Promoter herein acquired the leasehold rights of an immovable property being piece or parcel of Non – Agricultural Land of Final Plot No. 62/part, admeasuring approx. 3323.40 Sq. Mts. and Final Plot No. 63/part, admeasuring approx. 976 Sq. Mts., aggregating to 4299.40 Sq. Mts., of Town Planning Scheme No. 9 (Rajpur – Hirpur), situate at Rakhial (sim), Taluka Maninagar, in the District of Ahmedabad and Registration Sub District of Ahmedabad – 7 (Odhav), which as per Ahmedabad Municipal Corporation records is the Land of Sub Plot No. A/1/2/part forming part of Sub Plot No. A1/A of Final Plot No. (24+29+62+63)/Paiki. The said land admeasuring approx. 4299.40 Sq. Mts., is more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as the “PROJECT LAND”).
2. The Promoter has evolved on the Project Land, a Scheme of residential premises, known as “SAUJANYA – III”, comprising of one Building, namely Block H, having one basement and one stilt and fourteen upper floors (hereinafter referred to as the “PROJECT”).
3. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “ACT”) with the Gujarat Real Estate Regulatory Authority under No. _____ AND the said registration is valid and subsisting as on date.

B. AND WHEREAS:

1. As per Agreement dated _____ arrived at between the Promoter and the Allottee, registered with the Office of Sub – Registrar, Ahmedabad – 7 (Odhav), under Serial No. _____ (hereinafter referred to as the “AGREEMENT – 1”), the Promoter agreed to sell and the Allottee agreed to purchase, Apartment No. _____, of Design Type _____, admeasuring approx. _____ Sq. Ft., equivalent to approx. _____ Sq. Mts., on the _____ Floor (as per Scheme Layout), of the Project, which is more particularly described in the SECOND SCHEDULE hereunder written and is delineated with red colour boundary line on the _____ Floor Plan annexed herewith as ANNEXURE – A (hereinafter referred to as the “SAID APARTMENT”), together with:

- (a) Exclusive Balcony/Verandah forming part of the Said Apartment, having area admeasuring approx. _____ Sq. Ft., equivalent to approx. _____ Sq. Mts., and
- (b) Exclusive Wash Area Balcony forming part of the Said Apartment, having area admeasuring approx. _____ Sq. Ft., equivalent to approx. _____ Sq. Mts.

(hereinafter collectively referred to as the “SAID PROPERTY”).

Prior to the execution of Agreement – 1, the Allottee was issued Allotment Letter in respect of the Said Property.

- 2. The area referred to herein, of the Said Apartment is the carpet area thereof and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. For the purpose of this Recital, the term “exclusive balcony or verandah area”, shall mean the area of the balcony or verandah, as the case may be, which is appurtenant to the net useable floor area of the Said Apartment, meant for the exclusive use of the Allottee; and “exclusive open terrace area” means the area of open terrace which is appurtenant to the net useable floor area of the Said Apartment, meant for the exclusive use of the Allottee. The carpet area mentioned herein, is as per the Clarification issued by the Gujarat Real Estate Regulatory Authority, vide Circular 3/2017, dated 14th August, 2017.
- 3. The Project has been granted Building Use Permission bearing No. _____ on _____ by the Competent Authority, viz. Ahmedabad Municipal Corporation (AMC). Thereafter, the Promoter has informed the Allottee of the (a) final carpet area of the Said Apartment as _____ Sq. Ft., equivalent to _____ Sq. Mts. (b) final area of the Exclusive Balcony/Verandah as _____ Sq. Ft., equivalent to _____ Sq. Mts., and (c) final area of the Exclusive Wash Area Balcony as _____ Sq. Ft., equivalent to _____ Sq. Mts. AND the Allottee has satisfied himself/herself/themselves about the same. The Said Property, as per plans approved by AMC, bears No. _____ on the _____ Floor, of the Project.

C. AND WHEREAS:

1. As per the provisions of Section 17(1) of the Act, the Promoter is required to execute a registered conveyance deed in favour of the Allottee along with the undivided proportionate title in the common areas to the society of allottees.
2. The Promoter, for the purpose of – in connection with the formation of the Society, has executed an Agreement dated 12th January, 2019, registered with the Office of Sub – Registrar, Ahmedabad – 7 (Odhav), under Serial No. 525 (hereinafter referred to as the “AGREEMENT – 2”).

D. AND WHEREAS:

1. The Allottee has paid the consideration of Rs. _____/- (Rupees _____ Only) to the Promoter (hereinafter referred to as the “TOTAL CONSIDERATION”), comprising of Rs. _____/- (Rupees _____ Only) as consideration of the Said Property (hereinafter referred to as “CONSIDERATION – 1”) AND Rs. _____/- (Rupees _____ Only) towards the proportionate price of the common areas, amenities and facilities of the Project (hereinafter referred to as “CONSIDERATION – 2”). The Total Consideration has been arrived at after adjustments made in Consideration – 1 for various reasons (if applicable). The Allottee has now requested the Promoter to execute this Indenture.
2. Accordingly, the Promoter has agreed to execute this Indenture, pursuant to which, the Allottee shall become entitled to the Said Property, more particularly described in the Second Schedule hereunder written AND the Society shall become entitled to the proportionate undivided common areas, amenities, facilities and services of the Project, including leasehold rights of proportionate undivided Project Land, equivalent to ____ Sq. Mts., more particularly described in the THIRD SCHEDULE hereunder written.
3. The Allottee has also been handed over possession of the Said Property simultaneously with the execution hereof.
4. The Promoter has assured that its title to the Said Property and to the proportionate undivided common areas, amenities, facilities and services

of the Project, including leasehold rights of proportionate undivided Project Land, is clear and marketable AND there are no encumbrances thereon AND there are no litigations pertaining to the same, pending before any court, no notice from government or local body or authority has been received by the Promoter AND the Promoter is not restricted from executing these presents.

5. Prior to the execution of these presents, the Promoter has given inspection of and the Allottee has verified and satisfied himself/herself/themselves about (a) all permissions, plans, sanctions and approvals (including Building Use Permission) (b) all documents (including Agreement – 2), details, information and particulars, relating to the Project Land – Project, including the titles thereof and (c) the rules, regulations, bye – laws of the Society. The Allottee has also verified and satisfied himself/herself/themselves about the quality of construction and the specifications of the Said Property and the Project AND the building materials and articles used for construction.

NOW THIS INDENTURE WITNESSETH that:

- I. IN CONSIDERATION OF the premises contained hereinabove AND IN FURTHER CONSIDERATION OF the Allottee having agreed to observe and perform the terms, conditions and covenants contained herein and those contained in the Agreement – 1 AND IN FURTHER CONSIDERATION OF the Allottee having agreed to observe, perform and abide by all rules, regulations, resolutions and decisions of the Society, as may be in force from time to time AND IN FURTHER CONSIDERATION OF the sum of Rs. _____/- (Rupees _____ Only) paid by the Allottee to the Promoter as Consideration – 1 (payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee), THE PROMOTER HEREBY grants, transfers and conveys unto the Allottee, the Said Property, more particularly described in the Second Schedule hereunder written and delineated with red colour boundary line on the _____ Floor Plan annexed herewith as Annexure – A TOGETHER WITH all rights, benefits and privileges attached thereto TO HAVE AND TO HOLD all and singular the Said Property hereby, granted, transferred and conveyed, with its and every of its rights, members and appurtenances UNTO AND TO THE USE and benefit of the Allottee, in accordance with the terms, conditions and covenants contained herein and those contained in

the Agreement – 1 and also in accordance with the rules, regulations, resolutions and decisions of the Society AND SUBJECT TO the payment of all rates, taxes, assessments, dues and duties applicable from the date hereof or hereafter to become payable to the Gram Panchayat, Municipal Corporation, Urban Development Authority, State of Gujarat or any other public body or authority in respect thereof and otherwise relating thereto AND ALSO SUBJECT TO the payment of contribution, as when demanded by the Society, towards administration, maintenance, renovation and reconstruction of the common amenities, facilities and services of the Project

AND THE Promoter hereby for itself, its executors, administrators and assigns covenant with the Allottee THAT IT, the Promoter now has in itself full power and absolute authority to grant, transfer and convey the Said Property hereby granted, transferred and conveyed unto and to the use of the Allottee AND THAT it shall be lawful for the Allottee from time to time and at all times, subject to aforesaid, hereafter peaceably and quietly to hold, enter upon, have, own as allottee, occupy, possess and enjoy the Said Property hereby granted, transferred and conveyed, for his/her/their own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Promoter or by any person or persons lawfully or equitably claiming by, from, under or in trust for it, AND FURTHER IT, the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee, do and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for better, further and more perfectly and absolutely vesting and granting unto and to the use of the Allottee, the Said Property as aforesaid, as shall or may be reasonably required by the Allottee.

- II. IN CONSIDERATION OF the aforesaid premises AND IN FURTHER CONSIDERATION OF the Agreement – 2 AND IN FURTHER CONSIDERATION OF the sum of Rs. _____/- (Rupees _____ Only) paid by the Allottee to the Promoter as Consideration – 2, treated as paid by the Allottee to the Society (payment and receipt whereof the Society doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee) AND IN TURN treated as paid by the Society to the Promoter (payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever

acquit, release and discharge the Society) AND PURSUANT TO the provisions of *inter alia* Section 17(1) of the Act,

THE SOCIETY, has become entitled to the proportionate undivided common areas, amenities, facilities and services of the Project, which includes leasehold rights of proportionate undivided Project Land, equivalent to _____ Sq. Mts., more particularly described in the Third Schedule hereunder written TOGETHER WITH all rights, benefits and privileges attached thereto TO HAVE AND TO HOLD the same with their and every of their rights, members and appurtenances FOR THE USE and benefit of the allottees of the Project, in accordance with the terms, conditions and covenants, contained in Agreement – 2.

- III. Accordingly, the Promoter has received the Total Consideration of Rs. _____/- (Rupees _____ Only), as per the particulars contained in the FOURTH SCHEDULE hereunder written.
- IV. The Agreement dated _____ arrived at between the Promoter and the Allottee, registered under Serial No. _____ AND the Agreement dated 12th January, 2019, arrived at between the Promoter and the Society, registered under Serial No. 525, shall continue to remain binding on the Parties hereto, except to the extent of the terms and conditions thereof which have already been performed, as on the date of execution of these presents.
- V. The Allottee has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Promoter as follows:-
 - (a) The Allottee shall from time to time and at all times hereafter duly and properly abide by, observe and perform the rules, regulations, decisions, resolutions of the Society, past (as may be in force), present or future, as regards general administration and management of its affairs and matters, including affairs and matters relating to common amenities, facilities, services, infrastructures and conveniences of the Project.
 - (b) The terms, conditions, restrictions, provisions, stipulations and covenants of the Project contained herein and in the Agreement – 1 & Agreement – 2, are to be observed and performed on the part of the Allottee and shall be covenants running with the Said Property.

- (c) This Indenture is executed, without prejudice to the rights, interests, benefits, advantages and privileges of the Promoter IN RESPECT OF the Project and in RESPECT OF its powers and authorities for disposal of the other premises to various other persons. NOTWITHSTANDING this conferment – transfer made in favour of the Allottee and the Society becoming entitled to the proportionate undivided common areas, amenities, facilities and services of the Project, the Promoter shall continue to be the owner/title holder of the remaining part and portion of the Project and Project Land (including the remaining common amenities) and shall be free to deal with or dispose – off the same, without any reference to or without any consent or confirmation of the Allottee and/or the Society.
- (d) Any transfer or assignment *inter – vivos* or by operation of law or any disposal in any manner whatsoever, of rights under these presents, of the Allottee, shall always take effect alongwith all shares and membership of the Society, of the Allottee herein. The rights, interests, benefits, privileges and advantages and the manner, use, occupation and enjoyment of the Said Property, by the Allottee shall at all times be, in the matters of common interest of the allottees or the Project, governed, controlled, managed, administered and monitored by the Promoter/Society.
- (e) The Allottee shall not raise any dispute, complaint, objection or grievance about any annoyance, nuisance, obstruction or disturbance etc., during day or night that may be caused on account of the Promoter carrying out the remaining work in the Project and/or on account of work of development of other land parcels as stated hereafter, 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 Allottee for safety and security of his/her/their person and property.
- (f) The Allottee agrees, confirms and accepts that all and every obligations, responsibilities, functions, terms and conditions on the part of the Promoter have been duly fulfilled, carried out and complied with, to the full and final satisfaction of the Allottee, and there is no outstanding term, condition, obligation, liability, responsibility or function

to be fulfilled, carried out, complied with, satisfied or discharged by the Promoter.

- (g) The Promoter in respect of unsold/unallotted apartment, shall not be liable to bear or pay any amount to the Society/Apex Body/Federation, by way of contribution, outgoings, deposits, transfer fees, non – occupancy charges, premium or otherwise howsoever, save and except property rates, taxes, cesses etc., payable to local authorities in respect thereof.
 - (h) There are other land parcels, abutting/adjacent to the Project Land, which too are developed/being developed/intended to be developed by the Promoter or any other person/s, as separate projects. The development of these separate projects has been/is being/is intended to be carried out in conjunction with one another, with certain amenities, facilities, services and infrastructure/s being common amongst all or more than one projects and available for use and enjoyment in common of all the allottees of all or more than one such projects. For the purpose of development of other land parcels and/or for obtaining approval to the plans of development thereof, revision/s in the plans of the Project Land may be required. However, as such revision/s shall not affect the apartment allotted/agreed to be allotted to the allottees or change the amenities of the Project as shown in the approved plan; consent of the Allottee under Section 14(2) of the Act is not required. Still however, the Allottee, has already given his/her/their absolute and specific consent to the amendments/modifications/revisions of plans/permissions/sanctions/approvals and has also executed a specific power of attorney in favour of the Promoter.
- VI. The Allottee has also specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted as follows:-
- (a) The Allottee shall use the Said Property or permit the same to be used only for purpose of residence. He/she/they shall use the parking space in common with the other allottees, only for the purpose of keeping or parking vehicle, as per the rules and regulations as may be framed by the Society in this regard.
 - (b) The Allottee shall maintain the Said Property at his/her/their own costs in good and tenantable repair and condition and shall not do or suffer to

be done anything in or to the Said Property, which may be against the rules, regulations or bye – laws or change/ alter or make addition in or to the Said Property or any part thereof, without the prior written consent of the Promoter.

- (c) The Allottee shall not store in the Said Property 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 not permitted by the concerned local or other authority and the Allottee shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structures of the building, including entrances of the building/ Project and in case any damage is caused to the building/Project or the Said Property or other apartments, on account of the Allottee, the Allottee shall be liable for the consequences thereof. The Allottee shall, forthwith make good such damage, at his/her/their own costs and expenses, failing which the Promoter/Society shall be entitled to carry out the same and recover the costs and expenses thereof from the Allottee.
- (d) The Allottee shall not store any material, article or thing for the purpose of repair of any part of the Said Property, in the compound or any portion of the Project. The Allottee will not use or permit to be used the common passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. for storage or keeping any articles or things.
- (e) The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Property in the compound or any portion of the Project Land and the building. The Allottee shall keep the Said Property neat, clean, tidy and protected from trespassers, from being illegally used or occupied.
- (f) The Allottee shall carry out at his/her/their own cost all internal repairs to the Said Property and maintain the Said Property in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building or the Said Property which may be contrary to the rules and regulations and bye – laws of the concerned local authority or other public authority or Society. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be

responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also to the Promoter/ Society or the other allottees of the other apartments.

- (g) The Allottee shall not demolish or cause to be demolished the Said Property or any part thereof, nor shall change the location of the toilets, kitchen etc., nor shall cover the Balcony/Verandah or the Wash Area Balcony, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Property or any part thereof, nor shall make any alteration in the elevation and outside colour scheme of the building nor shall decorate the exterior of the Said Property and the Allottee shall keep the portion, sewers, drains and pipes in the Said Property and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Said Property.
- (h) The Allottee shall not, without the prior written permission of the Promoter, put/place shades, awnings, window guards, air conditioning devices etc., in the exterior of the Said Property.
- (i) If any additions or alterations in or about or relating to the Said Property are hereafter required to be carried out by the Government, District Panchayat, Municipal Corporation, Development Authority or any statutory authority, the same shall be carried out by the Allottee at his/her/their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- (j) The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and/or the building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (k) The Allottee shall insure and keep insured the Said Property against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof in the joint name of the Promoter/Society and of the Allottee with insurance company of repute and whenever required he/she/they shall produce to the Promoter/Society the policy/policies of such insurance and the receipt

for the last premium paid in respect thereof and in the event of the Said Property being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Property as soon as reasonable, practical and required. If the amount received under any such policy of insurance is found to be insufficient, the additional amount shall be borne and spent by the Allottee.

- (l) The Allottee shall not without the prior written permission of the Society, let, sub – let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose – off the Said Property or any part thereof. Such permission may be given on such terms and conditions, as the Society may deem fit including with regard to payment of transfer fees/other amounts, where applicable.
- (m) The Allottee shall use, occupy and enjoy the Said Property as one unit and the Allottee shall not divide or sub divide the same for use as more than one unit. The Allottee shall not at any time create – construct a mezzanine or intermediate floor within the Said Property nor shall make any addition, alteration or modification, which would be treated as consumption or usage of FSI.
- (n) The Allottee shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may have adopted/may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the building and the apartments therein and for the observance and performance of the Building Rules, Regulations and Bye – laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body/Federation regarding the occupancy and use of the Said Property and common amenities and facilities thereof and shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance charges or other out – goings in accordance with these presents.
- (o) The Allottee shall permit the Promoter/Society and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Property, or any part thereof to view and

examine the state and condition thereof and for repairing, maintaining, re – building, re – constructing, testing, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires or other conveniences. If any defects are found in the Said Property caused for any reason attributable to the Allottee, such defects shall be made good by the Allottee within 03 (three) days of the giving of notice by the Promoter/Society.

- (p) The Allottee shall not put any Name Plate/Board/Signage or any other display of any nature whatsoever on the Said Property or any part thereof or at any other place in the building and/or the Project. The Promoter or the Architect shall decide the place, colour and size of the Name Plate of the Allottee to be placed at the Entrance of the building. The Allottee shall not place at any part of the Said Property or expose from the windows of the Said Apartment, any signboard, notice or advertisement without the prior written permission of the Promoter.
- (q) The Promoter/Society shall in respect of any amount remaining unpaid by the Allottee under the terms and conditions contained herein, have first lien and charge on the Said Property.
- (r) In order to meet the expenses, necessary and incidental to the management, administration and affairs of the Society AND also the expenses of maintenance, management and administration of the common areas, amenities, facilities and services of the Project, like all outgoings in respect of the Project Land and building namely, local taxes, statutory charge/fees, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental thereto (hereinafter referred to as the “COMMON EXPENSES”), it has been decided to create a Corpus of Maintenance Deposit to be collected from the allottees of the premises of the Project. The Allottee herein, has paid his/her/their share of Maintenance Deposit.

This Maintenance Deposit shall be a non – refundable deposit, but transferable in the event of transfer/transmission of the Said Property along with the membership of the Society. The income on the Maintenance Deposit shall be utilised towards meeting the Common Expenses. However, if the income on the Maintenance Deposit is found

to be in – sufficient, the Society may (i) utilize the Maintenance Deposit and/or (ii) may call upon the Allottee to pay an additional amount, either in advance or otherwise, as may be sufficient to make good the deficit in such income and/or (iii) may call upon the Allottee to pay additional deposit, which would be sufficient to generate additional income, to make good such deficit. The Allottee has also paid Advance Maintenance Charges of 03 years towards these Common Expenses to the Society.

- (s) In case of Joint Allottees (i) all communications shall be sent by the Promoter/Society to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes be considered as properly served on all the Allottees (ii) the permission of usage of common amenities, facilities, services and infrastructure by the joint Allottee will be through the first Allottee and shall not be independent or separate (iii) all consents, confirmations, etc., if and when required, shall be deemed to have been sufficiently received from all the Allottee, if it is received from the first Allottee. This is without prejudice to the right of the Promoter/Society to require all or any such consents, confirmations, etc. to be signed by all the Allottee. However, for the purpose of transfer, sale, mortgage, etc., signatures of all Allottee shall be required (iv) the liabilities, responsibilities and obligations hereunder shall be joint and several of the joint Allottee (v) the Allottees *inter se* shall not be entitled to sub divide the Said Property, the intent being the Said Property shall stand in the name of and shall be used and occupied by the joint Allottee as one single unit.
- (t) Any delay by the Promoter/Society in enforcing the terms contained herein or in the Agreement – 1 or any forbearance or giving time to the Allottee shall not be considered as a waiver, by the Allottee on the part of the Promoter/Society, nor shall the same in any manner prejudice the remedies of the Promoter/Society.
- (u) The Project shall always be known as “Saujanya – III” or by such name as decided by the Promoter and the same shall not be changed in any circumstances.
- (v) The Allottee shall at no time demand partition of his/her/their interest in the building or the Project or the Project Land. It being agreed and declared by the Allottee that his/her/their interest is impartible.

- (w) The Allottee is aware that as per the provisions of the Act, the proportionate undivided area of Project Land and of common areas, amenities, facilities and services shall stand transferred from the Promoter to the Society, along with each Indenture executed in respect of each apartment and hence, the entire Project Land and common areas, etc. shall stand transferred to the Society only after all the apartments are so disposed – off. Therefore, mutation of the name of the Society in the revenue records has been specifically agreed to be made only after all the apartments of the Project are disposed – off and not prior thereto, for any part or portion of the Project Land.
 - (x) The Allottee hereby agrees to indemnify and keep indemnified the Promoter and the Society in respect of what has been agreed and undertaken by him/her/them.
- VII. The Allottee hereby records having received from the Promoter, the actual, vacant and peaceful possession of the Said Property, duly complete in all respect and in a good, proper and complete condition with fixtures, fittings, electrical wiring with the facility of electricity, water supply, drainage and other common facilities, as per the plans, specifications and designs verified by the Allottee. The Allottee has satisfied himself/herself/themselves that there are no latent or patent defects in the construction of the Said Property. The Allottee hereby also confirms and records that he/she/they has no complaint or grievance of any nature for the quality of the construction and materials used in construction of the Said Property and the Project in general.
- VIII. The Promoter agrees that if within a period of 05 (five) years from the date hereof, the Allottee brings to the notice of the Promoter any structural defect in the Said Property or the building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. PROVIDED THAT the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributed to the Promoter or beyond the control of the Promoter.

- IX. The balance FSI (if any) of the Project Land as on the date of execution of these presents and the FSI that may become available to the Project Land in future (on account of change in development regulations or otherwise), shall not belong to the Promoter but shall belong to the Society. Further, the Promoter is now left with no ownership right in the Said Property or in the proportionate undivided common areas, amenities, facilities and services of the Project, including leasehold rights of proportionate undivided Project Land, equivalent to _____ Sq. Mts., which can prejudicially affect the interest of the Allottee or the Society.
- X. Any dispute between the Promoter and the Allottee shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Gujarat Real Estate Regulatory Authority and appeal, if any, shall be made to the Tribunal, as per the provisions of the Act, Rules and Regulations. The rights and obligations of the Parties under or arising out of these presents shall be construed and enforced in accordance with the laws of India and the Courts at Ahmedabad will have the jurisdiction for the same.
- XI. If any provision of these presents shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of these presents and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions shall remain valid and enforceable as applicable at the time of execution of these presents.
- XII. All stamp duty, registration charges, (present or future), legal fees and all other out of pocket expenses in respect of these presents and the transaction contemplated herein, shall be borne and paid by the Allottee only.
- XIII. The Property covered under this Indenture is not attracted by The Gujarat Prohibition of Transfer of Immoveable Property & Provision for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1991.

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

:- THE FIRST SCHEDULE ABOVE REFERRED TO:-

(Description of the Project Land)

ALL THAT piece and parcel of Non – Agricultural Land of Final Plot No. 62/part, admeasuring approx. 3323.40 Sq. Mts. and Final Plot No. 63/part, admeasuring approx. 976 Sq. Mts., aggregating to 4299.40 Sq. Mts., of Town Planning Scheme No. 9 (Rajpur – Hirpur), situate at Rakhial (sim), Taluka Maninagar, in the District of Ahmedabad and Registration Sub District of Ahmedabad – 7 (Odhav), which as per Ahmedabad Municipal Corporation records is the Land of Sub Plot No. A/1/2/part forming part of Sub Plot No. A1/A of Final Plot No. (24+29+62+63)/ Paiki and bounded as follows, that is to say on or towards the –

North : Part land of Sub Plot No. A/1/2 of Final Plot No. (24+29+62+63)/Paiki

South : Part land of Sub Plot No. C of Final Plot No. (24+29+62+63)/Paiki

East : Part land of Sub Plot No. B/1 of Final Plot No. (24+29+62+63)/Paiki

West : Part land of Sub Plot No. A/1/2 of Final Plot No. (24+29+62+63)/Paiki

:-THE SECOND SCHEDULE ABOVE REFERRED TO:-

(Description of the Said Property)

ALL THAT Residential Apartment No. _____, of Design Type _____, admeasuring approx. _____ Sq. Ft., equivalent to _____ Sq. Mts. Carpet Area, on the _____ Floor, together with Exclusive Balcony/Verandah, admeasuring approx. _____ Sq. Ft., equivalent to approx. _____ Sq. Mts. and Exclusive Wash Area Balcony, admeasuring approx. _____ Sq. Ft., equivalent to approx. _____ Sq. Mts., of the Residential Project “SAUJANYA – III” (comprising of one building i.e. Block – H), being constructed on the land more particularly described in the First Schedule hereinabove written, AND is delineated with red colour boundary line on the Layout plan of _____ Floor, annexed to this Agreement as Annexure – B AND is bounded as follows, that is to say on or towards the –

North :

South :

East :

West :

-. THE THIRD SCHEDULE ABOVE REFERRED TO:-
(Description of the proportionate, undivided common areas)

-. THE FOURTH SCHEDULE ABOVE REFERRED TO:-
(Details of payment)

SIGNED, SEALED & DELIVERED)
BY THE WITHINNAMED:)
SUSHRUT ENTERPRISES PVT. LTD.)
represented through its Authorised Signatory)
SHRI)

IN THE PRESENCE OF:)

1.)

2.)

ANNEXURE – A
(_____ Floor Plan)

: PHOTO FOR IDENTIFICATION OF SAID PROPERTY:

POSTAL ADDRESS:

Apartment No. _____, _____ Floor, “SAUJANYA – III”, i.e. Block H, Nr. Anupam Cinema, Next to Ashima Mills, Shri Khandubhai Desai Road, Khokhara, Ahmedabad – 380 021.

PROMOTER

ALLOTTEE

SOCIETY

: PHOTO FOR IDENTIFICATION OF SAID PROPERTY:

POSTAL ADDRESS:

Apartment No. _____, _____ Floor, “SAUJANYA – III”, i.e. Block H, Nr. Anupam Cinema, Next to Ashima Mills, Shri Khandubhai Desai Road, Khokhara, Ahmedabad – 380 021.

PROMOTER

ALLOTTEE

SOCIETY

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

SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED PROMOTER
SUSHRUT ENTERPRISES PVT. LTD.,
Represented through its Authorised Signatory

SHRI

SIGNED & DELIVERED
BY THE WITHINNAMED ALLOTTEE

SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED SOCIETY

Represented through its Authorised Signatory

SHRI