

PRELIMINARY NOTE

This is a model form of Indenture of Sale, which may be modified and adapted in each case by mutual understanding between the Parties having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Indenture of Sale executed between the Parties.

-: RERA REGISTRATION NO :-

INDENTURE OF SALE

THIS INDENTURE FOR SUM OF Rs. _____/- (Rupees

_____ **Only**) MADE AT AHMEDABAD this ____ day of
_____ Two-Thousand-Twenty-One

BETWEEN

(1) VIVEKBHAI PRAHLADBHAI PATEL, (PAN No. ADIPP7019D) (Aadhaar No. 9635 2021 0338), **(2) TRUPTIBEN VIVEKBHAI PATEL**, (PAN No. ADGPP7788R) (AADHAR: 9973 5961 2258), both resident of - 55, Rachana Society, Satellite Road, Satellite, Ahmedabad 380015, both adults, Indian Inhabitants, Indian Citizens, hereinafter collectively called as (**“THE LAND OWNERS”**), (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, legal representatives, executors and successors of the **First Part**).

M/S. DEEP BUILDERS, a partnership firm incorporated under the provisions of Indian Partnership Act, 1932, (PAN No. AARFD 6972 F) having its Office at – 10th Floor, President House, Opp. C. N. Vidyalaya, Ambawadi, Ahmedabad-380006, Represented through its Partner **Mr. Dineshbhai M. Patel**, Aged – Adult, hereinafter called “**THE PROMOTER**” or “**THE DEVELOPER AND BUILDER**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said Firm, its present Partners and Partners from time to time and last surviving partner) of the **Second Part**.

AND

_____, Aged _____ Years, Hindu by Religion, Indian Citizen, Occupation – _____, (PAN NO. _____), (Adhar No. _____) RESIDENT OF – _____, Hereinafter called “**THE PURCHASER**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, legal representatives, executors and successors), of the **Other Part**.

WHEREAS THE LAND OWNERS are seized and possessed of or otherwise well and sufficiently entitled to an immoveable property, being Non Agricultural Land situate at Wadaj (sim), Taluka Sabarmati, in the Registration District Ahmedabad and Sub District Ahmedabad – 2 (Wadaj), bearing Final Plot No. 219 of 5796 sq.mts. (Revenue Survey No. 139/part) & Final Plot No. 220 of 9154 sq.mts. (Revenue Survey Nos. 138/1 and 138/2) total land admeasuring 14950 Sq. Mtrs. of Town Planning Scheme No. 29 (Naranpura), more particularly described in the

First Schedule hereunder written (Hereinafter referred to as the "**Said Land**").

AND WHEREAS the Said Land has been granted permission for Non Agricultural Use by the Hon'ble District Deputy Collector, (N.A.) Ahmedabad by No. N.A./Unit-1/Wadaj/Case No.864/175/06-07 Dated 15-06-2007, N.A./Unit-2/Wadaj/Case No.47/2010-11 Dated 11-05-2011.

AND WHEREAS a Development Agreement was executed between **THE LAND OWNERS** and **THE DEVELOPER AND BUILDER** for the land bearing Final Plot No. 219 of 5796 Sq. Mtrs. & Final Plot No. 220 of 9154 Sq. Mtrs. total land admeasuring 14950 Sq. Mtrs. forming a part of the Town Planning Scheme No. 29, allotted in lieu of the land bearing Revenue Survey No. 139/part & 138/1, 138/2 respectively situated within the limits of Village: Wadaj, Taluka: Sabarmati and District: Ahmedabad and Registration Sub-District: Ahmedabad - 2 (Wadaj) registered at S.R.O Ahmedabad- 2 Wadaj under serial no - 1388 dated 22/01/2021 (hereinafter referred to as "**THE DEVELOPMENT AGREEMENT**")

AND WHEREAS the above Final Plot No. 219 admeasuring about 5796 Sq. Mtrs. & Final Plot No. 220 admeasuring about 9154 Sq. Mtrs. have been amalgamated in Ahmedabad Municipal Corporation and the Final Plot no. 219+220 land admeasuring 14950 Sq. Mtrs. has been allotted by ODPS Application No. ODPS/2021/013523, Rajachitthi no. 001LD20210145, dated 02/03/2021

AND WHEREAS THE OWNERS and THE DEVELOPER AND BUILDER evolved a Residential and Commercial i.e. Mixed-Use Project on the Said Land known as "**INDRAPRASTH SAPTAK**" (Hereinafter may also for short be described as "**Project**" or "**Scheme**"), consisting of Residential Units, Commercial Shops and plans, specifications, designs and detailed drawings for the same have been sanctioned by AMC, vide development permission no. 04724/060321/A4649/R0/M1, 04725/060321/A4650/R0/M1, 04726/060321/A4651/R0/M1, 04727/060321/A4652/R0/M1, 04728/060321/A4653/R0/M1, 04729/060321/A4654/R0/M1, Dated 01-04-2021.

AND WHEREAS THE OWNERS and THE DEVELOPER AND BUILDER have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority, RERA Registration No. _____.

AND WHEREAS the Purchaser herein desired to acquire, in the said project, Shop/Residential Unit No. _____, on the _____ Floor/Ground Floor, above Ground/hollow plinth in Block "_____" of the said project known as "**INDRAPRASTH SAPTAK**" together with undivided share in the said land, more particularly described in the **Second Schedule** hereunder written (Hereinafter collectively referred to as the "**Said Residential/Commercial Unit**"). The Allotment Letter for the said residential/commercial unit was issued by THE DEVELOPER AND BUILDER to the Purchaser and according to the rights possessed by THE DEVELOPER AND BUILDER through the said Development Agreement executed between THE DEVELOPER AND BUILDER THE LAND

OWNERS. Agreement to Sale for the said residential/commercial unit recording the terms and conditions of sale entered into between THE DEVELOPER AND BUILDER and the Purchaser, registered before Sub Registrar of Ahmedabad – 3 (Memnagar) vide registration no. _____, dated – _____.

AND WHEREAS the construction works of the Said Residential/ Commercial Unit and Building is completed and Building Use Permission No. _____ vide Outward No. _____ dated _____ is granted by AMC. In order to convey the Said Residential/Commercial Unit and Land, more particularly described in the Second Schedule hereunder written by executing Deed of Conveyance on sale which the parties hereto have agreed, being these presents.

A) NOW THIS INDENTURE WITNESSETH that IN CONSIDERATION OF the Residential/Commercial Unit and IN FURTHER CONSIDERATION OF the hereinbefore recited Agreement to Sale, and IN FURTHER CONSIDERATION of the sum of **Rs.** _____/- (**Rupees** _____ **Only**) being the full consideration paid by the Purchaser (as per details described in **Third Schedule**) to THE DEVELOPER AND BUILDER and THE OWNERS have received their consideration as per the said Joint Development Agreement on or before the execution hereof (payment and receipt whereof THE OWNERS and THE DEVELOPER AND BUILDER do hereby admit and acknowledge and of and from every part thereof forever acquit, release and discharge the Purchaser as per details described in **Third Schedule**), THE OWNERS and THE DEVELOPER AND

BUILDER grant, convey and assure unto the Purchaser the Said Residential/Commercial Unit and Land, being Residential/Commercial Unit No. _____, on the _____ Floor/Ground, above Ground/hollow plinth in Block “_____” of the said project known as **“INDRAPRASTH SAPTAK”**, together with undivided share in the Said Land, more particularly described in the Second Schedule hereunder written, TOGETHER WITH other common interest and benefits of the project and usually held, used, occupied and enjoyed therewith or reputed or known as part or member thereof and to belong to or be appurtenant thereto, AND TO HAVE AND TO HOLD all and singular the Said Residential/Commercial Unit and Land hereby given, granted, conveyed and assigned and intended or expressed so to be with their and every of their rights, members and appurtenances (Hereinafter collectively referred to as the "Said Residential/Commercial Unit") unto and to the use and benefit of the Purchaser forever and SUBJECT to what has been stated hereafter and SUBJECT to Loan taken by the Purchaser from _____ for SUBJECT to the payment of all rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Wadaj Gram Panchayat, Ahmedabad Urban Development Authority/ Ahmedabad Municipal Corporation, State of Gujarat, Govt. of India or any other public body in respect thereof and subject to payment of maintenance deposit and maintenance charges due and payable to the society or the developer & builder AND THE OWNERS and THE DEVELOPER AND BUILDER do hereby for themselves, their executors, administrators and assigns covenant with the Purchaser THAT notwithstanding any act, deed, matter or thing whatsoever by THE OWNERS and THE DEVELOPER AND BUILDER

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 OWNERS and THE DEVELOPER AND BUILDER now have in themselves good right, full power and absolute authority to give, grant, convey, and assign the Said Residential/Commercial Unit hereby given, granted, conveyed, assured and assigned or intended so to be unto and to the use of the Purchaser AND THAT it shall be lawful for the Purchaser 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 issues 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 OWNERS and THE DEVELOPER AND BUILDER or by any person or persons lawfully or equitably claiming by, from, under or in trust for them AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and for ever discharged or otherwise by THE OWNERS and THE DEVELOPER AND BUILDER well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estate, title, charges and encumbrances whatsoever either already or hereafter had, made, executed, occasioned or suffered by THE OWNERS and THE DEVELOPER AND BUILDER or by any other person or persons lawfully or equitably claiming or to claim, by, from, or under or in trust for it except Loan taken by the Purchaser from _____. FURTHER THEY, THE OWNERS and THE DEVELOPER AND BUILDER having lawfully or equitably claiming any estate, right, title or interest at law or in equity in the Said

Residential/Commercial Unit hereby given granted, conveyed, transferred, assured or assigned or any part thereof by, from, under or in trust for them, THE OWNERS and THE DEVELOPER AND BUILDER shall and will from time to time and at all times hereafter at the request and cost of the Purchaser 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 granting and assuring unto and to the use of the Purchaser as shall or may be reasonably required by the Purchaser, his successors or assigns or his counsel in law for assuring the Said Residential/Commercial Unit and every part thereof hereby granted, conveyed, transferred, assured and assigned unto and to the use of the Purchaser in the manner aforesaid.

B) The Purchaser has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with THE OWNERS and THE DEVELOPER AND BUILDER as follows:-

a) The Said Residential/Commercial Unit and Land given, granted, conveyed, transferred and assigned by THE OWNERS and THE DEVELOPER AND BUILDER unto the Purchaser is specifically subject to the followings.

- i) SUBJECT TO conditions, restrictions, provisions, stipulations and covenants contained in **Annexure "A"** hereto and on the part of the Purchaser to be observed and performed. The same shall be covenants running with the Said Residential/Commercial Unit.
- ii) The said Housing/Commercial Project consists of Residential/Commercial Units to be disposed of to several

prospective purchasers. For the purpose of convenience and efficient management, running and maintenance of the project, _____, Vide Reg. No. _____, Dated _____, (hereinafter referred to as “**Society**”). No objection shall be taken by the Purchasers if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Society, as the case may be, or any other Competent Authority. The society is formed for the common objects and purposes of the purchasers of the Residential/Commercial Unit in the project consist of purchasers of the Residential/Commercial Unit in the Housing project as its Members and Share Holders.

In the Residential/Commercial Unit, the right and interest of the purchasers, including the purchaser herein as regards their undivided share in the land for the purpose of convenience of the matters and things relating to Said Land has been agreed to be entered, registered and represented in the revenue record. The Purchaser hereby agrees and confirms that without written consent of THE SOCIETY or THE OWNERS and THE DEVELOPER AND BUILDER, shall not do any act or procedure to enter, register or represent his name in revenue record or such other Govt. records. It is specifically agreed that with this Indenture of Sale the purchaser is not permitted to enter his/her/their name in revenue record or such other government records.

The purchaser herein gives its irrevocable consent for the same. It will finally so happen that upon disposal of all the Residential/Commercial Units in the Housing/Commercial project, the Said Land will be entirely entered and registered in the revenue and other land records, representing the rights and interest of the purchasers-holders of the residential units in the project, including the purchaser herein. All matters and things relating to the Said Land shall be attended, managed and governed by/through the Society or The Developer and Builder. The Developer and Builder has an absolute right, power, authority to fix a ratio of undivided land for each unit. The purchaser herein shall not raise any dispute or objection or challenge for all these. Any attempt to do so shall be null and void. Similarly the purchaser shall not be entitled to get his undivided share in the land entered in the revenue records individually and any such application, if made by the purchaser before revenue authority shall not be maintainable. No such application shall also be processed by the Revenue Authority. For all such purposes the Purchaser herein have agreed to give Specific Power of Attorney to the representative of THE DEVELOPER AND BUILDER and/or SOCIETY.

- iii) SUBJECT TO that the Purchaser shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations, decisions and resolutions of the Society referred to in “**Annexure – A**” here to as

regards general administration and management of affairs and matters relating to common amenities, facilities, services, infrastructures and conveniences of the said project and generally of common interest and benefit of THE OWNERS and THE DEVELOPER AND BUILDER and Occupiers of the Residential/Commercial Units in the project.

- iv) SUBJECT TO and in general without prejudice to the rights, interests, benefits, advantages and privileges of THE OWNERS and THE DEVELOPER AND BUILDER IN RESPECT OF the said project, in RESPECT OF its powers and authorities for disposal of the other Residential/Commercial Units thereof to other persons.
- v) SUBJECT TO any transfer or assignment inter- vivos or by operation of law or any disposal in any manner whatsoever, of rights under these presents by the Purchaser or by way of transmission thereof on account of inheritance or succession shall always take effect alongwith the shares and membership of the concerned Society referred to in **Annexure "A"** hereto.

C) THE OWNERS and THE DEVELOPER AND BUILDER record having handed over the actual, physical, vacant and peaceful possession of the Said Residential/Commercial Unit to the Purchaser.

D) The Said Land does not fall under the Disturbed Area. As well as the said property does not fall under the Limit of 500 meters of periphery of

Disturb Area. Hence, provisions of Gujarat Prohibition of Transfer of Immoveable Property & Provision for Tenants from Eviction from Residential/Commercial Units in Disturbed Areas Act, 1991, do not apply to the same.

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

F) If any provision of this Indenture 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 of the Indenture shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Indenture 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 of this Indenture shall remain valid and enforceable as applicable at the time of execution of this Indenture.

G) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

-: THE FIRST SCHEDULE ABOVE REFERRED TO :-

ALL THAT piece or parcel of land or ground, hereditaments, being Non Agricultural Land situate at Wadaj (sim), Taluka Sabarmati, in the Registration District Ahmedabad, Sub District Ahmedabad – 2 (Wadaj), bearing Final Plot No. 219 of 5796 Sq. Mtrs. & Final Plot No. 220 of 9154 Sq. Mtrs. total land admeasuring 14950 Sq. Mtrs. of Town Planning Scheme No. 29 of Naranpura, (representing part of Revenue Survey Nos. 139/part & 138/1, 138/2 respectively Mouje: Wadaj), or thereabouts, and bounded as follows; that is to say, on or towards the –

	<u>Final Plot No. 219</u>	<u>Final Plot No. 220</u>
North by :	Final Plot No. 217 and 218	Final Plot No. 216
South by :	T. P. Road	T. P. Road
East by :	Final Plot No. 220	Final Plot No. 221
West by :	T. P. Road	Final Plot No. 219

:- THE SECOND SCHEDULE ABOVE REFERRED TO :-

ALL THAT the **Shop/Residential Unit No.** _____, on the _____
Floor/Ground, above Ground/hollow plinth in **Block “_____”** of carpet
area admeasuring _____ **Sq. Mtrs.** and balcony + wash area admeasuring
_____ **Sq. Mtrs.**, total area admeasuring _____ Sq. Mtrs. (Area defined
as per RERA rules), Total built up area admeasuring _____ **Sq. Mtrs.**
(Total area as per plans sanctioned by AMC) together with right to use
common development of the building known as **“INDRAPRASTH
SAPTAK”**, situated at – B/s. Sahajanand Tower, Nr. Shell Petrol Pump,
A.E.C Cross Road, Naranpura, Ahmedabad – 380013, Constructed on the
land more particularly described in the First Schedule herein above
written and the said residential/commercial unit is shown in the plan
attached herewith and marked with the red colour boundary.

TOGETHER WITH

_____ **Sq. Mts.** of undivided share in land fixed for the Said
Residential/Commercial Unit (with no right to the purchaser to claim any
separate subdivision and/or exclusive possession of any portion of the said
land).

:- THE THIRD SCHEDULE ABOVE REFERRED TO :-

No.	Amount	Cheque No.	Date	Name of Bank
1				
2				
3				
4				
5				

Note : Cheque No. _____ of Rs. _____/- Dated: _____ towards final loan amount is yet to be released by the _____ BANK. On behalf of Purchaser _____ BANK has provided details and Xerox copy of the Cheque. _____ BANK and the Purchaser have specifically agreed to get issued the said Cheque immediately after completion of this Indenture of Sale and this is “an essence of contract” in this indenture. If purchaser will not deposit the said Cheque with THE DEVELOPER AND BUILDER this indenture will be treated void and the purchaser will have no rights on said Residential/Commercial Unit.

Note : As per Finance Act 2013, in Section – 194/IA w.e.f. 01/06/2013 which provides for deduction of Tax at Source from payment, that an amount of Rs. _____/- (Rupees _____ only) being 1% of the basic cost is to be deducted by the Purchaser as TDS.

The Purchaser hereby agrees to deposit the same with Income Tax Department in stipulated time and submit the Challan & T.D.S. Certificate to The Developer & Builder.

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

SIGNED, SEALED & DELIVERED

BY THE WITHINNAMED :)

M/S. DEEP BUILDERS,

Represented through its authorised
Partner,

Shri Dineshbhai M. Patel) _____

In the presence of :) _____

In the presence of :) _____

FLOOR PLAN OF THE Shop/Residential Unit

Draft Copy

RESIDENTIAL/COMMERCIAL UNIT NO: _____

ON FLOOR : _____

SIGN: _____

:- SCHEDULE AS PER INDIAN REGISTRATION ACT, SECTION 21 :-

: Photograph of Property :

Property Address : _____, Indraprasth Saptak, B/s. Sahajanand Tower, Nr.
Shell Petrol Pump, A.E.C Cross Road, Naranpura, Ahmedabad – 380013.

-: SHEDULE AS PER INDIAN REGISTRATION ACT, SECTION 21 :-

: Photograph of Property :

Property Adress : _____, Indraprasth Saptak, B/s. Sahajanand Tower, Nr.
Shell Petrol Pump, A.E.C Cross Road, Naranpura, Ahmedabad – 380013.

SCHEDULE AS PER INDIAN REGISTRATION ACT, SECTION - 32/A

LAND OWNERS :-

Vivekbhai Prahladbhai Patel

Truptiben Vivekbhai Patel

THE DEVELOPER AND BUILDER :-

M/S. DEEP BUILDERS,
Represented through it's authorised
Partner **Shri Dineshbhai M. Patel**

THE PURCHASER :-

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ANNEXURE "A"

Re: IN THE MATTER OF Residential/Commercial project known as **"INDRAPRASTH SAPTAK"**, constructed on the land as described in the **First Schedule** and Residential/Commercial Unit as described in the **Second Schedule** hereinabove.

1. The Purchaser declares that the said Residential/Commercial Unit is duly complete in all respect, and in a good, proper and complete condition with fixtures, fittings, electrical wiring and other required amenities, facilities and services as per the plans, specifications and designs approved and agreed by him/her/them.
2. The Purchaser declares that he/she/it/they has/have no complaint or grievance of any nature whatsoever for the quality of construction and the materials used.
3. The Purchaser hereby declares that the construction of the Said Residential/Commercial Unit and the said Project in general is in accordance with the plans, specifications and design and detailed drawings seen and confirmed by him/her/it/them. The Purchaser hereby confirms and records that he/she/it/they has/have no complaint or grievance for the materials used in the construction of the Said Residential/Commercial Unit and the said Project in general.
4. It has been specifically agreed by the Purchaser that the Purchaser shall not be entitled to make any complaint or raise any dispute or

grievance in the matter of the plans, specifications, design and materials used in the construction of the Said Residential/Commercial Unit and the said Project in general.

5. The Purchaser has verified by himself/herself/itself/themselves about the title of the Said Land/Project/Said Residential/Commercial Unit and he/she/it/them shall not be entitled to further investigate and no requisition or objection shall be raised in any matters relating to the same.
6. The said Project shall be subject to over- all authority and control of THE OWNERS and THE DEVELOPER AND BUILDER for all or every matters concerning the same and all amenities, facilities and services therein, until the said Project is fully and finally complete, all the Residential/Commercial Units by THE OWNERS and THE DEVELOPER AND BUILDER are handed over to the respective purchasers, all the amounts to be received by THE OWNERS and THE DEVELOPER AND BUILDER from the said Project and the purchasers in the said Project are fully and finally received.
7. a) THE OWNER -THE DEVELOPER AND BUILDER shall not have any claim on F.S.I, additional F.S.I., common area and terrace rights after Building Use Permission has been obtained, such rights if any will be owned by the society or association.
b) The Purchaser shall have claim and right only with the said residential/commercial unit, land specifically given along with it and parking area reserved along with the said residential unit. The Purchaser shall have no claim with respect to the basement &

hollow plinth parking areas (other than reserved for the said residential unit) terrace, open margin land, lift, lift well, stair case, lobbies, passage, all amenities, facilities, services and utilities. The purchaser shall have right to use such common areas and utilities with minimum conveniences required for use, occupation and enjoyment thereof.

8. a) Common Maintenance Fund has been planned to be generated from the purchasers of the Residential Unit in the Project and the income thereof will be utilised to meet the expenses of common electricity bills, salaries, maintenance, repair, replacement, etc. of the common amenities, facilities, services, conveniences and common infrastructure of the project, and each purchaser for each Residential/Commercial Unit shall contribute the amount fixed by THE DEVELOPER AND BUILDER/THE SOCIETY towards such Common Maintenance Fund. The Purchaser shall pay recurring maintenance charges as decided under the rules framed from time to time.
- b) The Purchaser shall pay fixed maintenance charges for the initial period of _____ Months. Such Fixed Maintenance period will start after one month of obtaining building use certificate/completion certificate. The Purchaser shall also pay maintenance deposit to the association of the purchasers/allottees/service society as per agreed terms. Such deposit will be in addition to the maintenance charges as stated above.
- c) i) THE DEVELOPER AND BUILDER have already promoted a registered Housing Service Society in the name and style

_____, Vide Reg. No. _____, Dated _____,

with the District Registrar, Co-Operative Societies, Ahmedabad to hold, administer and stand possessed of the common amenities, facilities, services, conveniences and common infra-structure, common open areas, and which will be managed, maintained, monitored, attended and looked after by this Service Society.

ii) The expression "Society" at all places shall be read understood and interpreted the concerned Society as above.

9. The Purchaser shall not use the Said Residential/Commercial Unit or permit the same to be used for any purposes which may or is likely to cause nuisance or annoyance to occupiers of the other Residential/Commercial Units nor for any illegal or immoral purposes or for the purposes prohibited by law. The Purchaser will not use or permit to be used the Said Residential/Commercial Unit or any part thereof for any other purpose, including without limitation, commercial use, hotels (guest house), club, gymkhana, nursing home or hospital, video game parlour, tuition and coaching classes, garage, services and repair of vehicles, office of the trade union or political parties and/or any other uses or purposes specified by Society or THE DEVELOPERS AND BUILDER.

The said Residential/Commercial Unit shall be used, occupied and enjoyed subject to other rules of the scheme as may be framed by THE DEVELOPER AND BUILDER / THE SOCIETY. The Purchaser shall perform and observe the same, and shall abide by them.

10. The Purchaser shall not make any temporary or permanent additions or alterations in the structure of the building, nor shall do anything which may cause damage or which may weaken the structure of the building, like slab, columns, beams, walls, etc. Similarly, the Purchaser shall not cover the balcony nor shall put up any shed or any other temporary or permanent construction in the terrace that may have been allotted to him/her/it/them, or otherwise shall not do anything which will not give proper decorum and decency to the building. The Purchaser should not do any change, exterior change or any change which affects the exterior of building. The Purchaser should not do any exterior changes or any changes, which may effects the external elevation of the building. No Change in the color of balcony is allowed. No grill in the balcony is allowed. It has been specifically agreed that the main door and other opening by way of doors, window or any other in the Said Residential/Commercial Unit shall not be changed, altered in colour, size or location. No other door, window or opening shall be made other than as proposed.
11. The Purchaser shall not without the written permission of Builder & Developer / Society let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the Said “Residential/Commercial Unit” or any part thereof nor assign, underlet or part with his/her/its/their interest or the benefit of sale or possession of the Said “Residential/Commercial Unit” or any part thereof until the Purchaser shall have obtained prior approval

of The Developer & Builder / Society Such permission - approval may be given on payment of such amount by way of transfer fees, premium, development charges or any other, and on such terms and conditions as The Developer & Builder / Society may deem fit and proper.

12. The Said Residential/Commercial Unit shall be used, occupied and enjoyed by the Purchaser as one unit and THE OWNERS and THE DEVELOPER AND BUILDER shall not divide or sub-divide the same for use as more than one unit.

13. The Purchaser specifically covenants with THE OWNERS and THE DEVELOPER AND BUILDER as follows:-

- a) THE DEVELOPER AND BUILDER shall have full power and absolute authority to dispose off/reserve the parking area for any of the residential/commercial unit in the project as they may deem fit and proper. The same shall be binding upon the Purchaser and the Purchaser shall not have any power or authority to dispute, challenge or take objection for the same. Due consideration to these exclusions is given in fixing the amount agreed to be paid and contributed by the Purchaser as aforesaid.

For The Purchaser herein have assign and reserved space for small size _____ car parking situated at either basement or hollow plinth or common plot or open margin. (Parking in manner of Regular or in stack forms or in back to back position). THE DEVELOPER AND BUILDER is providing the above mentioned parking facilities without charging any additional cost from the purchaser.

A Separate MOU shall be done for rights, rules and regulation for

Parking.

The Purchaser agrees and confirms to abide by terms of MOU and any other rules formed by SOCIETY/THE OWNERS and THE DEVELOPER AND BUILDER time to time.

b) The Purchaser shall be bound by such rules and regulations as may be framed by THE DEVELOPER AND BUILDER/THE SOCIETY in the matter of use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement of common amenities, facilities and services.

c) Notwithstanding other provisions herein, any arrangement that may be worked out by THE DEVELOPER AND BUILDER/SOCIETY for or in the matter of parking, and maintenance of the common amenities, facilities and services of the project, to hold and use Common Maintenance Fund, the rules and regulations regarding use, occupation and enjoyment of common amenities, facilities and services, and other matters and things of common interest shall be binding upon the Purchaser herein and other purchasers of the Residential/Commercial Units in the project.

14. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to the aforesaid.

15. There is no work, thing, matter or obligation on the part of THE OWNERS and THE DEVELOPER AND BUILDER outstanding to be attended, carried out and completed. Even if there be any, the Purchaser has relieved and discharged THE OWNERS and THE

DEVELOPER AND BUILDER in respect of the performance thereof and the same has been waived and/or foregone by the Purchaser.

16. The Purchaser hereby agrees that he/she/it/they should be abided by documents to be executed by him/her/it/them alongwith this Sale Deed and other documents executed in past and to be executed in future in respect of purchase of this Residential/Commercial Unit. Observance of all such documents would be a part of this Sale Deed.
- i) All clauses of the Agreement to Sale.
 - ii) Possession Receipt, MOU Regarding Parking and Undertaking / declaration for observance of the rules, regulations, terms, conditions, provisions and stipulations.
 - iii) Others letters, related documents and declarations duly signed by the purchaser.

All above referred documents also form part and parcel of this sale deed as if reproduce herein verbatim.