

DEED OF CONVEYANCE

THIS INDENTURE is made at Ahmedabad this _____ day of _____, 2023 between:

- (1) **JAYANTBHAI MANILAL PATEL**, adult, Occupation Business, residing at 25, Kohinoor Society, Vijay Nagar Road, Naranpura, Ahmedabad-380013, PAN NO. ABGPP 7136 B, AADHAR CARD NO. 8703 0977 1753, **through his power of attorney holder Navinchandra Manilal Patel**
- (2) **PIYUSHBHAI MANILAL PATEL**, adult, Occupation Business, residing at 21/B, Shubhlabh Society, Satadhar Cross Road, Thaltej, Ahmedabad-380054, PAN NO. ABRPP 6157 D, AADHAR CARD NO. 9189 2175 2113. **through his power of attorney holder Navinchandra Manilal Patel**
- (3) **SATISHBHAI MANILAL PATEL**, adult, Occupation Business, residing at B/402, Vishvesh Tower, Naranpura, Ahmedabad-380013, PAN NO. AHZPP 4937 F, AADHAR CARD NO. 5228 5412 0951. **through his power of attorney holder Navinchandra Manilal Patel**
- (4) **NAVINCHANDRA MANILAL PATEL**, adult, Occupation Business, residing at 6, Varniraj Society, Naranpura, Ahmedabad-380013, PAN NO. AAWPP 5025 G, AADHAR CARD NO. 6830 0749 6847,

hereinafter referred to as “THE LAND OWNERS”/ “THE VENDOR NO.1” (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include each of them and their respective heirs, executors, administrators and assigns) of the FIRST PART,

SUPER SHALIGRAM LLP, a Limited Liability Partnership formed and registered under Limited Liability Partnership Act, 2008 having LLP IN : ABA-4167, having its Registered Office situate at 9th Floor, Shaligram Corporates, B/h. Dishman House, Opp. Sankalp Grace-2, Ambali-Bopal Road, Ambali, Ahmedabad-380058. PAN NO. AEQFS 0960 P, represented by its designated partner Prafulkumar V. Kachhadia, hereinafter referred to as "the Promoter/the Vendor No.2" (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include the said firm and its partners as at present and from time to time and its successors in title and assigns) of the SECOND PART

AND

(1) _____, aged about ____ Occupation _____, residing at _____, Ahmedabad PAN CARD NO. _____ and/or (2) _____, aged about ____ Occupation _____, PAN CARD NO. _____, both residing at _____

hereinafter referred to as “the Purchaser/s” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Purchaser/s and his/ their respective heirs, executors, administrators and assigns) of the THIRD PART.

1. **WHEREAS**, It appears that prior to 1962, agricultural land bearing Survey No. 87/1/B, 93/3/A and 93/3/C were owned by Amthabhai Bhavsangbhsai, names of (1) Hargovindbhai, (2) Manibhai (3) Dahiben d/o Amthabhai and (4) Jiviba wd/o Amthabhai have been recorded in the revenue recorded as legal heirs of deceased Amthabhai who expired on 28-01-1962. The same is muted in the revenue record vide Entry No. 1106 dated 11-08-1962 and which have been duly certified by the revenue authority.

2. **WHEREAS**, Manilal Amthabhai purchased the agricultural land bearing Survey No. 87/1A, 93/3B, 93/3D from land owners on 20-06-1966 said sale-deed is registered under serial no. 5874 on even date and therefore name of purchaser is mutated in the revenue record vide entry no.1269 dated 01-09-1970 and duly certified by the revenue authority.

3. **Thereafter** as per family partition and understanding arrived between family members (1) Hargovindbhai, (2) Dahiben d/o Amthabhai

and (3) Jiviba wd/o Amthabhai have waived their rights in favor of Manibhai from the land bearing Survey No. 87/1/B, 93/3/A and 93/3/C. The same is muted in the revenue record vide Entry No. 1107 dated 11-08-1962 and which have been duly certified by the revenue authority.

4. **WHEREAS**, pursuance to the application made by Manilal Amthabhai, names of his legal heirs i.e. (1) Patel Shantaben Manilal, (2) Patel Jayantbhai Manilal, (3) Patel Piyushbhai Manilal, (4) Patel Satishbhai Manilal and (5) Patel Navinchandra Manilal have been entered during his life. (Hayati Ma Hakk) in the revenue record of Survey No. 87/1A, 87/1B, 93/3A, 93/3B, 93/3C and 93/3D. The same is mutated in the revenue record vide entry no. 6314, Dated 18/09/2015 and which have been duly certified by the revenue authority.

5. **WHEREAS**, name of Manilal Amthabhai has been deleted as he expired on 17/10/2015, names of his legal heirs i.e. (1) Patel Shantaben widow of Manibhai, (2) Patel Champaben Manibhai (3) Patel Jayantbhai Manibhai, (4) Patel Piyushbhai Manibhai, (5) Patel Satishbhai Manibhai and (6) Patel Navinchandra Manibhai have been entered in the revenue record. The same is mutated in the revenue record vide entry no. 6389, Dated 16/12/2015 and which have been duly certified by the revenue authority.

6. **AND WHEREAS**, Patel Shantaben Manilal and Patel Champaben Manibhai relinquish their rights from the land Survey No. 87/1A, 87/1B, 93/3A, 93/3B, 93/3C and 93/3D in favor of (1) Patel Jayantbhai Manibhai, (2) Patel Piyushbhai Manibhai, (3) Patel Satishbhai Manibhai and (4) Patel Navinchandra Manibhai vide registered deed no. 897, Dated 12/04/2016 and therefore names of Patel Shantaben Manilal and Patel Champaben Manibhai have been deleted. The same is mutated in the revenue record vide entry no. 6784, Dated 01/10/2016 and which have been duly certified by the revenue authority.

7. **AND WHEREAS** thereafter upon the implementation of Town Planning Scheme No.32(Gota), the land of Survey No. 87/1A and 87/1B were allotted with Final Plot No. 44 admeasuring 3885 Sq. Mtrs.

8. **AND WHEREAS** thereafter upon the implementation of Town Planning Scheme No.32(Gota), the land of Survey No. 93/3A, 93/3B, 93/3C and 93/3D were allotted with Final Plot No. 56 admeasuring 8199 Sq. Mtrs.

9. **AND WHEREAS** District Collector, Ahmedabad vide his order No. CB/CTS-2/NA/Gota/S.No./Block No. 93/3/A, 93/3/B etc/ SR-1000/16 dated 19/07/2017 has granted Non-Agricultural use permission for Commercial Purpose to Survey/Block No. 93/3/A, 93/3/B, 93/3/C, 93/3/D, T. P. Scheme No. 32, F.P. No. 56 admeasuring 8199 sq.mtrs. subject to terms and conditions stipulated therein. The entry to that effect

was made on 19/08/2017 under Serial No. 7225 which has been duly certified by the revenue authority.

10. AND WHEREAS District Collector, Ahmedabad vide his order No. CB/CTS-2/NA/Gota/S.No./Block No. 87/1/A, 87/1/B/SR- 1001/16 dated 19/07/2017 has granted Non-Agricultural use permission for Commercial Purpose to Survey/Block No. 87/1/A, 87/1/B, T.P. Scheme No. 32, F.P. No. 44 admeasuring 3885 sq.mtrs. subject to terms and conditions stipulated therein. The entry to that effect was made on 19/08/2017 under Serial No. 7226 which has been duly certified by the revenue authority.

11. AND WHEREAS Final Plot no. 44 has been Amalgamated with Final Plot No. 56 and accordingly development permission no. 8084/160117/A7911/M1, Dated 15/03/2017 has been granted and new Final plot no. 44+56 is given and area is fixed 12084 sq.mtrs.

12. AND WHERSAS the Land Owners/Vendor No.1 are absolute co-owners and well sufficiently entitle to the land bearing Final plot No. 44+56 admeasuring 12084 square meters of T.P. Scheme No. 32 allotted in lieu of Survey No. 87/1A, 87/1B, 93/3A, 93/3B, 93/3C and 93/3D lying and being at Village Gota, Taluka Ghatlodiya, District Ahmedabad and Registration Sub-District of Ahmedabad-9 (Bopal), (hereinafter referred to as "the project land") and more particularly described in the **First Schedule** written hereunder which is free from any charge or encumbrances and also free from reasonable doubts.

13. AND WHEREAS the Land Owners/Vendor No.1 have executed a Development Agreement in respect of the said project land in favour of Promoter/Vendor No.2 on 20/10/2022 which has been duly registered with the Sub-Registrar, Ahmedabad-8 (Sola) under Serial No. 23329 Since then the vendor no. 2 has development rights for the project land.

14. AND WHEREAS the Vendor No.1 and the Promotor/ the Vendor No.2 have decided to develop the said land and accordingly, Ahmedabad Municipal Corporation has granted Development Permission being Rajja Chitti No. 08014/280922/A6520/R0/M1, 08015/280922/A6521/R0/M1, 08016/280922/A6522/R0/M1, 08017/280922/A6524/R0/M1 and 08018/280922/A6526/R0/M1 dated 13/04/2023 to construct 410 units in Block No. A to E as per approved plans, for residential project known as "**SUPER SHALIGRAM**" consisting of First Cellar, Second Cellar, Third Cellar, Ground Floor, First Floor to Twenty First Floor, Stair Cabin, Lift Room, Overhead water tank.

15. AND WHEREAS the Purchaser/s has/have seen, verified and has/have fully satisfied **himself/ herself/ themselves** about the title of the said project land and the Purchaser/s has/have also seen, verified and

has/have fully satisfied **himself/ herself/ themselves** about the quality, specifications and the nature of construction of the scheme and the Purchaser/s has/have accepted the same unconditionally.

4. AND WHEREAS the Vendor No.1 and the Promoter/ the Vendor No.2 pursuant to the approved plans has completed the construction and development of the residential scheme known as “Super Shaligram” on the said project land and Ahmedabad Municipal Corporation has also issued Building Use Permission dated __/__/____.

5. AND WHEREAS the Purchaser having understood the said scheme and having agreed to abide by the rules and regulations of the scheme had decided to purchase and acquire from the Vendor No.1 and the Promoter/ the Vendor No.2 **Flat No.** admeasuring **.....** Sq.Mtrs. (Built-up) area and **.....** Sq. Mtrs. (Carpet Area) **and (.....) parking space together with _____ Mtrs. of undivided proportionate share** in a piece or parcel of freehold non-agricultural land bearing Final Plot No. 44+56 admeasuring 12084 Sq. Mtrs of Town Planning Scheme No. 32 (Gota) allotted in lieu of Survey No. 87/1A, 87/1B, 93/3A, 93/3B, 93/3C and 93/3D lying and being at Mouje Gota, Taluka Ghatlodiya, District Ahmedabad and Registration Sub-District of Ahmedabad-9 (Bopal), (hereinafter referred to as “the said property”) more particularly described in the Second Schedule hereunder written free from any charge or encumbrances and also free from reasonable doubts at or for a price or consideration of **Rs._____-/- (Rupees _____ only) under and by virtue of Agreement for Sale dated __/__/____ made between the Vendor No.1 and the Promoter/ the Vendor No.2 and the Purchaser and duly registered with the Sub-Registrar, Ahmedabad-8 (Sola) under Serial No. _____.**

5. AND WHEREAS the said Project consists of several residential units to be disposed of to prospective Purchasers - Allottees. For the purpose of convenience and efficient management, running and

maintenance of the common amenities and facilities with Project Land and for the common good, object and purposes of the Purchasers – Allottees of the residential Units and to meet the requirement of RERA Act, Service Society of the name “_____ **Service Co-operative Society Limited**”, registered on _____ under Serial No. _____ under CIN No. _____ is formed to consist of Purchasers - Allottees of the residential units in the Project as its Members and Shareholders. The Purchaser - Allottee agrees to become member of such Service Society and shall be bound by its all rules, regulations, resolutions, decisions, directions, requirements and demands as may be prescribed, framed, imposed, omitted, or added from time to time.

6. AND WHEREAS the Purchaser has requested the Vendor No.1 and the Promoter/ the Vendor No.2 to execute a Deed of Conveyance in **his/her/their** favour in respect of the said property, which the Vendor No.1 and the Promoter/ the Vendor No.2 has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH:

I. In pursuance of the said Agreement and in consideration of the sum of **Rs. _____/- (Rupees _____ only)** paid by the Purchaser to the Promoter/ the Vendor No.2 towards full consideration on or before the execution of these presents (the payment and receipt whereof the Vendor No.1 and the Promoter/ the Vendor No.2 do and each of them doth hereby admit and acknowledge of and from the same and every part thereof doth for ever acquit, release and discharge unto the Purchaser), the Vendor No.1 and the Promoter/ the Vendor No.2 do and each of them doth hereby grant, transfer, assign, release, convey and assure unto the Purchaser for ever **Flat No. _____** admeasuring **_____ Sq.Mtrs. (Built-up) area and _____ Sq. Mtrs. (Carpet Area) and _____ (.....) parking space together with _____ Mtrs. of undivided**

proportionate share in a piece or parcel of freehold non-agricultural land bearing Final Plot No. 44+56 admeasuring 12084 Sq. Mtrs of Town Planning Scheme No. 32 (Gota) allotted in lieu of Survey No. 87/1A, 87/1B, 93/3A, 93/3B, 93/3C and 93/3D lying and being at Mouje Gota, Taluka Ghatlodiya, District Ahmedabad and Registration Sub-District of Ahmedabad-9 (Bopal), and more particularly described in the Second Schedule hereunder written together with all and singular the courts, yards, areas, ways, wells, compounds, paths, passages, water courses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, member and appurtenances whatsoever to that piece or parcel of land or ground belonging to or anywise appertaining to or with the same or any part thereof now or at any time hereto before usually held, occupied or enjoyed therewith or reputed or known as part parcel or member thereof or belong to or be appurtenant thereto AND ALSO TOGETHERWITH all the deeds, documents, writings and other evidences of right, title relating to that piece or parcel of land hereditaments and premises or any part thereof AND ALL the estate, right, title, interest, use, inheritance, profits, benefit, claim and demand whatsoever both at law and in equity of the Vendor No.1 and the Promoter/ the Vendor No.2 into and upon the said property or any part thereof AND TO HAVE AND TO HOLD all that piece or parcel of land hereditaments and premises or any part thereof hereby granted, released and assured or intended so to be with its and every of its rights, title and appurtenances UNTO AND TO THE USE and benefit of the Purchaser/s for ever SUBJECT TO obligations, conditions, restrictions, prohibition, acceptance, stipulations and regulations attached to and running with the Said Unit/ the said property and binding on the Purchaser – Allottee contained hereinafter and also FURTHER SUBJECT TO all rents, rates, taxes, assessments, dues and duties chargeable upon the same or which may from the date of these presents become payable in respect thereof to the State of Gujarat or Ahmedabad Municipal Corporation or any local body or bodies.

II. AND the Vendor No.1 and the Promoter/ the Vendor No.2 do and each of them doth for themselves and itself and their respective heirs, executors, administrators, its successors in title and assigns covenant with the Purchaser/s that notwithstanding any act, deed, matter or thing whatsoever done by them, the Vendor No.1 and the Promoter/ the Vendor No.2 or by any of them or by any person or persons lawfully or equitably claiming by from through under or in trust for the Vendor No.1 and the Promoter/ the Vendor No.2, made, done, committed or omitted knowingly or willingly suffered to the contrary, the Vendor No.1 and the Promoter/ the Vendor No.2 now have for themselves good right, full power and absolute authority to grant, convey, release, assign and assure all that piece or parcel of land or ground hereditaments and premises hereby granted, conveyed, released and assured or intended so to be with its and every of its right, title and appurtenances UNTO AND TO THE USE and benefit of the Purchaser/s in the manner aforesaid AND the Purchaser/s shall and may at all times hereafter peaceably and quietly enter upon, have occupy, possess and enjoy the said land, hereditaments, premises and the said property, receive the rents, issues, profits and benefits thereof and of every part thereof to and for his/her/their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by it, the Vendor No.1 and the Promoter/ the Vendor No.2 or by any person or persons lawfully or equitably claiming or to claim by from through under or in trust for them or any of them AND that free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Vendor No.1 and the Promoter/ the Vendor No.2 well and sufficiently saved, defended and kept harmless and indemnified of from and against all encumbrances whatsoever had executed occasioned or suffered by the Vendor No.1 and the Promoter/ the Vendor No.2 or any of them or any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them and/or any of them AND FURTHER that the Vendor No.1 and the

Promoter/ the Vendor No.2 and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the Vendor No.1 and the Promoter/ the Vendor No.2 or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s do or execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, matters, things, evidences and assurances in the law whatsoever for the better and more perfectly and absolutely granting, releasing and assuring the said land, hereditaments and premises and every part thereof UNTO AND TO THE USE of the Purchaser/s in the manner aforesaid by the Purchaser/s, **his/her/their** heirs, executors, administrators, successors and assigns as shall be reasonably required.

III. The Purchaser/s declare/s having verified the title to the said property and the scheme, quality and nature of construction of the said property and its specifications and admeasurements through **his/her/their** professionals and after being fully satisfied with the same hereby has taken over the peaceful, actual, physical and vacant possession of the said property in the presence of two witnesses from the Vendor No.1 and the Promoter/ the Vendor No.2 and further declares and confirms that since only after being satisfied regarding the title to the said property and the quality and nature of construction, the admeasurements of the said property, has the Purchaser/s requested the Vendor No.1 and the Promoter/ the Vendor No.2 to execute and register these presents and to hand over the peaceful, actual, physical and vacant possession of the said property and therefore the Purchaser/s hereby agrees and undertake to never raise any dispute in regard to the same against the Vendor No.1 and the Promoter/ the Vendor No.2 and the Purchaser/s further declares that the Purchaser/s has/have taken over the actual, physical and peaceful possession of the said property from the Vendor No.1 and the Promoter/ the Vendor No.2 in the presence of two witnesses.

IV. The Vendor No.1 and the Promoter/ the Vendor No.2 hereby for itself, its executors, administrators and assigns covenant with the Purchaser - Allottee that the Vendor No.1 and the Promoter/ the Vendor No.2 agrees at the request and cost of the Purchaser - Allottee to do and to execute all such further and other lawful and reasonable acts, deeds, things, matters and writings for more properly transferring and vesting the Said Unit unto the Purchaser - Allottee.

(A). The Purchaser - Allottee has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Owner - Promoter that the Said Unit is given, granted, conveyed, transferred and assigned by the Vendor No.1 and the Promoter/ the Vendor No.2 unto the Purchaser -Allottee is also subject to the followings.

i) Obligations, conditions, restrictions, prohibitions, acceptance, stipulations and regulations contained herein below and on the part of the Purchaser - Allottee understood, confirmed, accepted, agreed to be observed and performed, and the same shall be covenants running with the Said Unit and binding to the Purchaser/the Allottee.

A. HANDING OVER OF POSSESSION:

1. The Purchaser - Allottee has perused, studied and explained to himself / herself / itself, the said Certificate and Report on Title of the Project Land issued by Advocates, and the records, documents, papers and writings referred to therein, sanctioned Development Plans, specifications, designs, details and common amenities of the Project and other matters and things generally relating to the Project.
2. a) The construction of the Said Unit and development of the Project with all common areas, amenities and infrastructure is duly complete in all respect.
- b) The Purchaser - Allottee has 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 common amenities, facilities and services.
- c) The Purchaser - Allottee 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 Project and Said Unit.

- d) **The possession of the Said Unit is handed over by the Promoter / the Vendor No.2 to the Purchaser - Allottee.**

B. USE AND MAINTENANCE:

1. The Purchaser - Allottee shall have no claim with respect to any part of the Project, 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, atrium façade, 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/her/them herein and minimum conveniences required for use, occupation and enjoyment of Said Unit.
2. The expression "**Said Unit**" given to the Purchaser - Allottee herein shall be read, understood, interpreted and implemented with the spirit and intention the covered useable space thereof for their use, occupation and enjoyment as genuine residential purpose.
3. The Purchaser - Allottee 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 pardis or walls or other structural members of the Said Unit or any part of the building.
4. The Purchaser - Allottee shall not store in the Said Unit or bring in the building / Project 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 building, 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 building / Project, its amenities, facilities and services.
5. The Purchaser - Allottee shall maintain at his/her/their cost the Said Unit in the same good condition, state and order in which it was delivered to him/her/them and shall abide by the Rules and Regulations of the Government, Ahmedabad Municipal Corporation (AMC), Ahmedabad Urban Development Authority (AUDA) and Electricity Company, Town Planning Authority, local bodies and other authorities and Service Society and shall attend, answer and be responsible for all his/her/their actions.
6. The Purchaser - Allottee 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 other than the Said Unit.
7. a) The Purchaser - Allottee shall not use the Said Unit or permit the same to be used for any purposes whatsoever other than for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of

the other Unit nor for any illegal or immoral purposes or for the purposes prohibited by law.

- b) The Purchaser - Allottee will not use or permit to be used the Said Unit or any part thereof for non-residential or illegal residential purposes or guests house.
8. The Purchaser - Allottee shall not at any time demolish or cause to be demolished the Said Unit or any part thereof. The Purchaser - Allottee shall not make any alterations in the elevations and outside colour scheme of the Said Unit to be purchased by him/her/them. The Purchaser - Allottee will be required to pay such amount as may be fixed by the Promoter by way of Security Deposit to secure due observance thereof.
9. If any additions or alterations in or about or relating to the building of which Said Unit forms a part are thereafter required to be carried out by the Government, District Panchayat, AMC / AUDA or any statutory authority, the same shall be carried out by the holders of the premises / Service Society in the building/s at their own cost and consequences and the Promoter shall not be in any manner liable or responsible for the same.
10. The Purchaser - Allottee shall not change the outside elevation or colour scheme and shall not decorate the exterior of his/her/their Said Unit other than in the manner in which the same was previously decorated.
11. The Purchaser - Allottee 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 building or other Unit or in the compound or any portion of the building/Project or Common Areas.
12. The Purchaser - Allottee of the Said Unit will not use or permit to be used the common areas, passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. of the Complex for waiting, storage or keeping any articles or things, organizing parties/functions or in any other manner.
13. The Said Unit shall be used, occupied and enjoyed by the Purchaser - Allottee as one Unit and the Purchaser - Allottee 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.
14. 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 Purchaser - Allottee. All and every costs, charges and expenses for the same shall be borne and paid by the Purchaser - Allottee.

C. PAYMENT OF TAXES AND OTHER CHARGES TO DIFFERENT AUTHORITIES:

1. The Purchaser - Allottee shall be responsible and liable to bear and pay, at actuals, all Municipal Taxes, cesses, dues and impositions of every description of the Ahmedabad Municipal Corporation, Gram Panchayat, of the State and/or Central Government and/or any other public 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 Purchaser - Allottee shall pay to the Promoter such amount as may be fixed by it from time to time. After the Said Unit in the Said Project are separately assessed, the balance amount will be refunded to or deficiency will be recovered from the Purchaser - Allottee by the Promoter. The decision of the Promoter in all matters relating to the same shall be final and binding upon the Purchaser - Allottee.
3. The Purchaser - Allottee hereby agrees that if any amount hereafter becomes due to the Nagar Panchayat, the State Government, AMC, AUDA, Town Planning Authority, or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Promoter or allottee / allottees, the same shall be paid / reimbursed by the Purchaser / Allottee / Allottees / Service Society as may be applicable.
4. The transaction covered herein at present 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, 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 used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser - Allottee on demand at any time.
5. The said amount of Rs. _____/- (Rupees _____ only) paid by the Purchaser - Allottee 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, service tax, sales tax, GST, labour welfare, value added tax, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by the Purchaser - Allottee. They will be paid immediately upon demand made by the Owner - Promoter / Service Society. The amount as may be fixed by the Owner -

Promoter for or towards the same shall be final, conclusive and binding upon the Member.

D. ASSETS OF COMMON USE AND PAYMENT OF ADMINISTRATION, MAINTENANCE AND OTHER CHARGES:

1. a) The Purchaser - Allottee shall pay by way of Common Maintenance Fees the amount of Rs. ____/- for initial period of ____ () months from the date / obtaining of Building Use Permission and thereafter as may be fixed by the Promoter / Service Society. This Maintenance amount will be utilised 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 Project. The Maintenance amounts for other Unit in the Project will be payable similarly. If the Maintenance amounts are found to be insufficient, the Purchaser - Allottee may be required to pay an additional amount as may be sufficient, in the opinion of the Promoter / Service Society, to make good the deficit in such expenses. The decision of the Promoter / Service Society in all matters herein shall be final and binding upon the Purchaser - Allottee.
- b) In addition to aforesaid, Common Maintenance Fund of Rs. ____/- shall be paid by the Purchaser - Allottee. Similar Common Maintenance Fund will be generated from the other allottees 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 Promoter / Service Society shall make any other arrangement for the matters referred to in sub clause (a) hereinabove, including to attend the same through Estate Management Agency (hereinafter referred to as “EMA”) or otherwise, the same shall be binding upon the Purchaser - Allottee, and the Purchaser - Allottee shall be obliged to attend, observe, perform, comply and carry out in accordance therewith.
- d) The said Project is conceptualized, designed and is implemented by the Promoter. Under these circumstances, the over-all ownership, control, administration and management of the Project 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 Owner - Promoter, and thereafter the Service Society. The Promoter has emphasized and the Purchaser - Allottee has accepted that the Project has unique and special features, and beauty and pleasure and enjoyment of the Project and its Units are in the proper management and maintenance and running of its Assets of Common Use.
 - i) The affairs, matters and things as regards the Service Society, relating to the Project 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 be attended by the Promoter, by offering its services, through a group concern for such period and in such manner as it may fix before handing over possession.

- ii) The Promoter may attend the aforesaid by itself or through an agency on such terms and conditions that may be finalized by the Promoter / Service Society in the interest of the Assets of Common Use and the Service Society and Purchaser - Allottee.
- iii) The Promoter may manage the matters and things relating to the Assets of Common Use either directly or through the Service Society, and in doing so may directly appoint employees on its payroll or on the payroll of the Service Society or appoint agencies to provide various services concerning the same. The Promoter / Service Society may appoint an Estate Manager and other supporting staff for day to day management of the Project and its Assets of Common Use on the payroll of Service Society or otherwise.
- iv) Common Maintenance Expenses and Common Maintenance Deposit to be handled, managed, parked / invested, used, utilized, etc. in the hands of or through Service Society, by the Promoter in the interest of the Service Society and Assets of Common Use.
- v) The Promoter 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 Service Society.
- vi) The Promoter as agent and for and on behalf of and in the name of the Service Society will be entitled to attend all matters and things herein, including to attend/manage the financial transactions and the same shall be duly accounted for.
- e) The Promoter / Service Society will maintain proper records in handling and attending the aforesaid financial and other matters and things.
- f) The Purchaser - Allottee 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 Service Society and the Promoter from time to time. Without prejudice to the other rights and remedies of the Service Society 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 Purchaser - Allottee committing breach or violation of any other provisions herein on Purchaser - Allottee's part to be observed and performed, the Service Society may by a vote of two-third majority in its General Body Meeting remove and expel the Purchaser - Allottee from the membership of the Service Society.

- g) Subject to aforesaid, the decision of the Promoter in all affairs, matters and things aforesaid shall be final and binding upon the Purchaser - Allottee and the Service Society.
 - h) The Promoter shall not be required to pay maintenance and other payments and related charges for un-disposed of Units / premises in the scheme.
 - i) Any of the aforesaid matters and things may be changed, modified, revised, altered, added, substituted, etc. from time to time by the Promoter / Service Society.
 - j) The Promoter 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 Service Society and the Purchaser - Allottee shall indemnify and keep indemnified the Promoter and all other persons under it in respect of thereof.
 - k) All affairs, matters and things in respect of the aforesaid shall be duly recorded and audited by Chartered Accountant. All such accounts and records audited and certified by the Chartered Accountant shall be final, and thereafter the Promoter shall not be responsible/liable towards the Service Society, Purchaser - Allottees or Members.
2. The Purchaser - Allottee shall be bound by such rules and regulations as may be framed by the Promoter and/or Service Society 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 Project.
 3. Notwithstanding other provisions contained herein, any arrangement that may be worked out by the Promoter / Service Society for or in the matter of management, maintenance, etc. of the Assets of Common Use of the Project, to hold and use Common Maintenance Fund, the rules and regulations regarding use, occupation and enjoyment of the Assets of Common Use, and other matters and things of common interest shall be binding upon the Purchaser - Allottee herein and other allottees of the Said Unit in the Scheme.
 4. a) The Promoter 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 parkings including reserved parkings by Purchaser - Allottee/s / premises holder/s will be decided by the Service Society in consultation with Promoter and the same shall be binding upon the Purchaser - Allottee herein and other Purchasers in the Scheme. The Purchaser - Allottee is given (.....) car parking.

- 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.
- 5. The Project will finally be handed over to the Service Society upon the same is fully and finally executed, all Units thereof have been sold and disposed of and all the amounts and revenues to be recovered from Project by Promoter and agencies claiming under it are fully and finally recovered and after having obtained building use permission, the Promoter shall not have any claim or right over FSI, additional FSI and Top floor Terrace and such rights if any will stand enclosed to the Service Society and members of the scheme.
- 6. All administration, affairs, matters and things regarding use, utilization, enjoyment, distribution, sharing, payments, etc. of the Assets of Common Use by and between the Purchaser - Allottees, 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 Service Society.

E. SPECIFIC RIGHTS OF OWNER – PROMOTER AND SERVICE SOCIETY:

- 1. The over-all control and management of the Project, implementation thereof, power to dispose of Units and all and every other related matters, in general shall be that of the Promoter and the decision of the Promoter in all matters shall be final and binding upon the Purchaser - Allottee herein and all other Purchaser - Allottees in the scheme.
- 2. It has been agreed that the Purchaser - Allottee shall not be entitled for any separate estimate of land contribution, construction contribution or any other separate detailed particulars of the amount paid as price – consideration. However, the Promoter for its purpose may account for the same under such different heads of the Project and matters thereof as it may deem proper.
- 3. The Promoter / Service Society shall, in respect of any amount or dues remaining unpaid by the Purchaser - Allottee under this deed shall have a first lien and charge on the Said Unit.
- 4. The Purchaser - Allottee 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 Promoter / Service Society 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 non payment of any amount or amounts on the respective due dates. Any payment required to be made by the Purchaser - Allottee under the terms hereof, and time for payment if not specifically provided, shall be paid as and when demanded by the Promoter / Service Society.

5. Any delay by the Promoter / Service Society in enforcing the terms of this Indenture or any forbearance or giving time to the Purchaser - Allottee shall not be considered as a waiver on the part of the Promoter to the Purchaser - Allottee nor shall the same in any manner prejudice the remedies of the Owner - Promoter.
6. The Project shall always be known as “**SUPER SHALIGRAM**” and this name shall not be changed without the express written permission of the Promoter. However, the Promoter may change the name of the scheme at any time or give different names / sub names to its different parts.
7. The Purchaser - Allottee has been given the Said Unit and its related FSI only. The Owner - Promoter has made aware the Purchaser - Allottee that they are proposing to dispose of the other premises in the Project to different other persons. The Promoter shall have right to dispose of these other premises in such manner, for such consideration and on such terms and conditions as the Promoter may deem fit. The same shall be binding upon the Purchaser - Allottee, and the Purchaser - Allottee shall not have any power or authority to dispute, challenge or take objection for the same.
8. In case of any disagreement between the Owner - Promoter and the Purchaser - Allottee as regards any matters provided or not provided herein, the decision of the Owner - Promoter shall be final and binding upon the Purchaser - Allottee.

F. INSURANCE AND MAINTENANCE SURVEY:

1. The Purchaser - Allottee 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 Ahmedabad, 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.
2. The Purchaser - Allottee 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 building or any part of the building or cause any increased premium payable in respect thereof.
3. The Purchaser - Allottee shall permit the Promoter / Service Society 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 Purchaser - Allottee shall make good any defects found within ten days of the giving of such notice in writing by the Promoter / Service Society to the Purchaser - Allottee.

4. The Purchaser - Allottee shall permit the Promoter / Service Society 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 building / Project 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 building/s 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.

G. SPECIFIC COVENANTS BY PURCHASER - ALLOTTEE:

1. The Purchaser - Allottee agrees that in respect of any remittances, acquisition / transfer of the Said Unit, any refund, transfer of security deposit, etc. made by him / her / their, 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 Purchaser - Allottee, and all concerned. The Promoter accepts no responsibility in respect thereof.
2. a) The Purchaser - Allottee shall not without the prior written permission of the Service Society, let, sub-let, sell, transfer, convey, mortgage, assign, charge or in any way encumber or deal with or dispose of the Said Unit nor assign, underlet or part with his interest or the benefit of the allotment or any part thereof until the Purchaser - Allottee shall have obtained permission of the Service Society, and such permission may be granted as per rules and regulations of the Service Society.
- b) Any such approval may be granted by the Service Society as per its rules and regulations, and upon payment of such amount as may be stipulated by the Service Society by way of transfer fees or otherwise, and only if there is no outstanding breach or violation of any of the provisions herein and amount payable to the Promoter / Service Society and EMA on any account whatsoever.
3. The Purchaser - Allottee shall at no time demand partition of his/her/its interest in the Project or the Land. It being agreed and declared by the Purchaser - Allottee that his/her/its interest as stated above is impartible, except exclusivity of Purchaser - Allottee of Said Unit
4. The Purchaser - Allottee has required eligibility to become member and share holder of the Service Society as per bye-laws, rules and regulations and resolutions of the Service Society, and shall be required to become member and share holder of the Service Society, and shall be bound by all past, present and future rules, regulations, decisions, policies, guidelines, resolutions, etc. of the original Service Society and the Service Society herein.
5. The Purchaser - Allottee for all practical purposes will be deemed to hold the Said Unit as member and share holder of the Service Society.

6. The Purchaser - Allottee is aware and has perused and studied the constitution of the Service Society, rules and regulations thereof and the resolutions, decisions, etc. taken or adopted from time to time from incorporation thereof till date. The Purchaser - Allottee accept and confirm the same and also shall not be entitled to dispute, challenge or object the same.

H. JOINT HOLDER:

1. In case the Purchaser - Allottee is joint, consists of more than one, the permission of the usage of the Assets of Common Use by the other joint Purchaser - Allottee will be through the First of such joint Purchaser - Allottee, and shall not be independent or separate.
2. All consents, confirmations etc. if and when required of the joint Purchaser - Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Purchaser - Allottee. However, it has been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of all the joint Purchaser - Allottee shall be required.
3. Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Purchaser - Allottee. All notices, communications etc. may be addressed by the Owner - Promoter to the first of such joint Purchaser - Allottee.
4. The Purchaser - Allottee 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 Purchaser - Allottee as one single Said Unit.

I. RIGHTS AND OBLIGATIONS OF SERVICE SOCIETY:

1. All rights, interests, privileges, advantages, etc. of the Promoter in respect of the Land and in respect of the Project, undisposed of premises and reserved under these presents are unfettered, unaffected and freely exercisable.
2. The Service Society shall not add, alter or modify its constitution, rules and regulations, nor shall adopt any resolutions or take decisions nor generally shall do any act, deed, matter or thing which may or can adversely affect the rights and interest of the Promoter or the provisions of these presents. Anything done in violation thereof shall be null and void ab-inito, and shall not take effect and shall not be binding upon the Owner - Promoter.
3. The Project will be handed over to Service Society as stated above. However, the handing over of the project shall be for the limited object and purpose to hold, look after, manage and maintain the Project Land, common amenities, facilities and services and other common interest of the holders of the premises in accordance with and under RERA Act.

The Promoter will be entitled to all rights and interest reserved for it under these presents.

J. INDEMNITY BY PURCHASER - ALLOTTEE:

1. Without prejudice to other rights and remedies of the Owner - Promoter / Service Society under the terms, conditions and provisions herein, and also otherwise available under the law and in addition thereto, the Purchaser - Allottee shall indemnify and keep the Vendor No.1 and the Promoter/ the Vendor NO.2 and all persons to claim under it / Service Society, other Purchasers - Allottees / 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 Purchaser - Allottee as mentioned herein.

K. GENERAL – MISCELLANEOUS:

1. The Purchaser - Allottee has been given receipts for all the payments made by him / her / it to Promoter. The Purchaser - Allottee shall obtain receipts for all the amounts that may be paid hereafter to the Promoter / Service Society. No claim for any payment shall be valid, save and except in respect of which the Purchaser - Allottee has obtained and produce such receipts.
2. The scope of work and services given by and duties of the Promoter is for and till the completion of work of construction and development of the Said Unit and implementation of the Project actually at site as per Development Plans, which is duly completed to the satisfaction of the Purchaser -Allottee. Purchaser-Allottee has visited site taken inspection and verified the completion of the Project it common infrastructure amenities and facilities.
3. The Promoter 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 Purchaser - Allottees in the scheme. These facilities may be provided through any outside agency under contract with the Promoter/ Service Society on such terms and conditions as may be finalised by the Owner - Promoter 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 Purchaser - Allottee and other Purchaser - Allottees in the scheme. The Purchaser - Allottee may use such facilities as per rates - price - consideration and terms and conditions as may be fixed.
4. The Purchaser - Allottee hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.

5. The Purchaser - Allottee hereby declares that he/she/it has been given copies of papers, permissions, writings, plans etc. and has read, understood, accepted and agreed to each and every term of this Agreement before execution.
6. The Purchaser - Allottee, 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/her/it/them.
7. The expression “**Service Society**” shall also mean and include any person authorised or nominated by it or its assignee or transferee or successor.
8. The Purchaser - Allottee hereby declare that he / she / they / it has / have read, understood and agreed to each and every conditions, provisions, stipulations and covenants before execution hereof.
9. The Promoter 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.
10. The “**Heading**” in these presents are inserted for convenience only, and shall not control, govern, or affect the spirit, intention and interpretation of provisions thereof.
11. The letters, receipts and/or notices issued by the Promoter dispatched Under Certificate of Posting to the address of the Purchaser - Allottee or by way of E-mail, as known to the Promoter will be sufficient proof of receipt of the same by the Purchaser - Allottee and shall completely and effectively discharge the Promoter.
12. **GENERAL RULES OF THE SCHEME**
 1. The common areas, amenities, facilities and services may be revised, upgraded, 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 to maintain and keep the same clean and in good proper condition.
5. Necessary provision to be made by the Service Society 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 Project / Scheme / Buildings 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 Service Society / Owner - Promoter 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 project / building / Assets of Common Use will be deducted there from,
 - ii) design of the work, if involves any change in civil work to be approved,
 - iii) Passenger 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, wash area, etc. and also of specifications and infrastructure and related paraphernalia nor shall make any 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, load bearing walls, etc.

9. Facility of parking will be used subject to following rules.
 - a) Specific Reserved Parking Numbers 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 / Service Society 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 any article, material or thing shall 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 premises.
 - 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 Service Society.
 - m) Parking of the vehicle will be at the risk and consequences of the premises holder, and Service Society 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 occupants / Unit holders / 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.
 - p) After giving of parking if it is found that the holder of the Reserved Parking has not requirement to use parking, the same may be required to be surrendered temporary or permanent as the circumstance may be and will be made available to him upon his requirement at future time. Reserved Parking, accordingly, may be given for temporary use to others.
10. Any permitted work in the premises will be carried out with good workmanship and quality under the help and advise 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 Promoter / Service Society 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 Promoter / Service Society.
 12. No premises will be given on rent except without the previous written permission of the Service Society / Promoter. Such permission will be granted on such terms as may be filled by the Service Society / Promoter, 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 Promoter / Service Society.

13. The Member shall not make any change in the out-side facade / 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 Project, 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 are designed by HVAC Consultant 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. (i) These rules may be modified, added, omitted or altered by Promoter / Service Society as it may decide from time to time.

(ii) a) The Service Society herein is a Society of allottees of the Units in the Project to be formed as envisaged under section 11 (4) (e) of the said RERA Act for the objects and purposes and rights and duties of and under the other applicable provisions of the said RERA Act, rules, regulations and guidelines framed / issued there under. The Service Society herein at all time and as the nature and circumstances may require from time to time, and when assigned agrees to undertake, carry-out and perform its duties and obligations and exercise rights, powers and authorities in accordance with the provisions of the said RERA Act rules, regulations and guidelines framed / issued there under and under the provisions of these presents.

b) The right and interest of the Purchaser – Allottee herein as regards their (_____ Sq.mts.) undivided share in the Project Land and undivided share in common areas and amenities has been agreed to be entered, registered and represented in the revenue record in the name of the Service Society in fiduciary capacity as and when required under the law. The Purchaser - Allottee herein gives **his/her/their** irrevocable consent for the same.

c) It will finally so happen that upon disposal of all the Units in the Project, the Project Land will be if required under the law entirely entered and registered in the name of the Service Society in the revenue and other land records, representing the rights and interest of the purchasers – allottees of Units. All matters and things relating to Project Land and Project subject to other provisions herein in general shall be attended, managed and governed by / through Service Society and shall be binding upon the Purchaser – Allottee. The Purchaser – Allottee herein shall not raise any dispute or objection or challenge for the same. Any attempt to do shall be null and void.

iii) The Service Society shall unless the context otherwise requires shall have the meaning rights and duties assigned to Service Society of allottees under the said RERA Act.

iv) The Purchaser – Allottee accept, confirm and record that he/she/they has/have been given all documents, details, particulars, as are specified under the said RERA Act and the rules and regulations made there under, and the Purchaser – Allottee is satisfied in respect of the same. The Purchaser – Allottee further agree and confirm that the Vendor No.1 and the Promoter/ the Vendor No.2 to his/her/their satisfaction has/have carried out all functions, duties and obligations imposed upon the Promoter under the said RERA Act, rules, regulations and guide-lines framed / issued there under and the Purchaser – Allottee has no complaint or grievance or objection of any nature whatsoever in respect of the same.

v) If any provision of this Conveyance shall be determined to be void or unenforceable under the applicable laws, such provisions of this Conveyance shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance and to the extent necessary to conform to the applicable laws as the case may be, and the remaining provisions of this Conveyance shall remain valid and enforceable as applicable at the time of execution of this Conveyance.

vi) The Purchaser - Allottee shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations and decisions of the Promoter/ the Vendor No.2 / Service Society as regards general administration, management, maintenance, repair, addition, omission, upgrade, etc. of the common amenities, facilities, services, infrastructures and conveniences of the said Project and generally of common interest and benefit of the allottees of the premises - Units in the Project.

vii) Without any adverse effect or impact on and without prejudice to sole and absolute ownership, possession, power and control of the Vendor No.1 and the Promoter/ the Vendor No.2 of the Project and, its unrestricted, un-fettered and un-hindered rights interests, benefits, advantages and privileges of the Vendor No.1 and the Promoter/ the Vendor No.2 in respect thereof.

viii) Any transfer or assignment inter- vivos or by operation of law or any disposal in any manner whatsoever by the Purchaser - Allottee or by way of transmission on account of inheritance or succession, shall take effect along with the share and membership of the Service Society and as per rules, regulations, resolutions, decisions and policies of the Service Society in force from time to time.

V. The Purchaser agrees and undertakes to bid with the following terms and conditions of the scheme.

- i) The Purchaser/s has contributed over and above the purchase consideration, amount towards Building and common Maintenance charges and interest free maintenance deposit to the Vendor No.2 and/or Service Society that has been formed by the Vendor NO.2 for the common maintenance and amenities and facilities of the residential scheme and the Purchaser/s shall also have to contribute to such other and future accidental additional expenses and also towards the maintenance of the residential scheme to be incurred for the maintenance of the said scheme without any dispute or delay to the Vendor No.2 and/or the maintenance Society as and when called upon to do so. The Vendor No.2 shall maintain the said scheme for the period of **2 (Two) year** from the date of obtaining of Building Use Permission from the amount of maintenance that has been collected from the members of the scheme.
- ii) The Purchaser/s has/have separately paid GST, Service Tax (if applicable), VAT (if applicable) and all other State Government or Central Government taxes, levies, dues and duties that have been made applicable to the sale of the said Unit and to the said scheme and further agree and undertake to pay in future such other GST, Service Tax (if applicable), VAT (if applicable) and all other State Government or Central Government taxes, levies, dues and duties that may be made applicable to the said scheme or to the said transaction of the said Unit in future. It is further agreed by the Vendor No.1 and the Promoter/ the Vendor No.2 that the total price/consideration amount paid under this Deed for the purchase of the said property do not include the Torrent Power Limited, Uttar Gujarat Vij Company Limited charges, Ahmedabad Municipal Corporation charges, Legal charges and/or any others expenses/charges whatsoever and shall have been paid over and above the purchase consideration by the Purchaser to the Promoter/ the Vendor No.2.
- iii) The Purchaser/s shall never change the name of the scheme which scheme shall forever be known "Super Shaligram".
- iv) The Purchaser/s shall have to compulsorily use the said property for genuine residential use only and shall never use the said property for any other illegal purpose or for Non-residential or for paying guest or for any other purpose other than legally permitted use;
- v) The Purchaser/s further declares that it shall never make any change in the outer elevation of the scheme and its outer color/ paints and shall also not remove or change any internal or

external walls or pillars, doors, windows or make any change in the internal or outer structure of the property and/or scheme however the maintenance of the said property shall be done by the Purchaser/s at its own costs and expenses.

- vi) That Purchaser/s further declare that they shall never make any division or partition of the said property and shall also never puncture, alter, modify, break, damage or remove any internal walls without the consent of the Promoter/ the Vendor No.2 however the Purchaser shall never have any right to puncture, alter, modify, break, damage or remove any outer walls;
- vii) That Purchaser shall keep the said property, its walls, the common passage, common open space, the common Parking and Lifts in net, clean and hygienic condition and the Purchaser shall never use the said property or the common passage, common open space, common parking, lifts or the area in front of the said property in such a way so as to create any nuisance to the neighbors or the other members of the said scheme and shall also not encroach of place anything or material outside the said property or in the common passage, common open space or common parking.
- viii) The Purchaser hereby agrees and undertake to use the said premises, common passages and common space, parking space, lifts of the said Scheme with due diligence and shall not keep any things or articles in the common passage/ corridor or throw anything outside in common space or in the common passage whereby it creates a nuisance or dirt and thereby inconvenience to the other members of the scheme.
- ix) The Purchaser shall use the said property and the common amenities and facilities of the scheme with due diligence and shall also maintain the water connection, gutter connection, electric connection and other connection in the said property and the Purchaser shall have to always keep the said property fully insured at their own expenses and also the said scheme fully insured at the common expenses of all the members of the scheme;
- x) The Purchaser shall compulsorily abide itself with the rules, regulations of the scheme and also by the resolutions of the Service Society;
- xi) The Purchaser further confirms that the terrace and the common amenities and facilities and common areas of the scheme shall be used by the Purchaser/s along with the other members of the scheme in common and shall never claim any

exclusive right over the same and the common areas, common terrace, common amenities and facilities will be held by the Service Society and the Purchaser/s shall transfer the same to the Service Society at the cost of the Purchaser/s;

- xii) The Purchaser/s further declares that he/she/they have verified the specification of the said property/Unit and the scheme as were detailed by the Promoter/ the Vendor No.2 and the quality of materials used for construction in the scheme and the specifications of materials used in the construction and being satisfied with the same has purchased the said property in his/her/ their name/s from the Vendor No.1 and the Promoter/the Vendor No.2. The Purchaser/s further declares that the Promoter/ the Vendor No.2 has shown him/her/ them and the Promoter/ the Vendor No.2 has made to understood rules, regulations, bylaws of the Scheme and the Service Society and the Purchaser being satisfied with the same, confirm the same and declares that he/she/they shall have no dispute regarding the same.
- xiii) The Purchaser/s further declare that he/she/they shall never claim any exclusive right or ownership over any of the open terrace of the scheme and the open terrace of the scheme shall always be used by the Purchaser/s in common with all the member of the Scheme;
- xiv) The Purchaser/s further agrees and undertakes to pay all taxes, cesses, dues and duties chargeable in respect of the said property on and from the date of this Deed of Conveyance without any delay.
- xv) The Purchaser/s further declares that he/she/ they shall always co-operate and allow persons of the Promoter/ the Vendor No.2 and/or the maintenance Society to work in the scheme for the maintenance and upkeep meant of the common passage, common water connections, drainage and electrification.
- xvi) The Purchaser/s shall have to park their vehicles in the allotted/ common parking space of the Scheme and the Purchaser has been allotted with 1 (one) allotted car parking;
- xvii) The Purchaser/s hereby agrees and undertakes to compulsorily pay all the charges regarding enrollment of the Purchaser/s by the Promoter/ the Vendor No.2 as the member to the Service Society and the Purchaser/s further agrees and undertakes to adhere to the rules, regulations, norms and resolutions passed by the Service Society and if in case, the Purchaser/s fail/s to pay the maintenance charge to the Service Society in time, the

Service Society shall have the right to recover the unpaid maintenance charges from the Purchaser/s with penalty and interest and shall also have the right to stop the supply of water to the said property and usage of common amenities and facilities;

- xxviii) The Purchaser/s shall have to obtain prior permission of the Service Society for any type of transfer of the said property or even prior to giving the said property on lease or leave and license to any third party and the Purchaser shall have to pay such fees, transfer fees and charges to the Service Society as may be decided by the Service Society from time to time;
- xix) The Purchaser/s shall not store any dangerous materials or explosives in the said property.
- xx) The Purchaser/s shall never do any illegal activity in the said property.
- xxi) The Purchaser/s hereby agrees and undertakes that the Vendor has complied them with all the documentary evidence in regard to the title of the said land, the scheme and the said property and only after having satisfied with the same through their professionals has purchased the said property from the Vendor No.1 and the Promoter/ the Vendor No.2;
- xxii) The Purchaser/s further declares that the Vendor No.1 and the Promoter/ the Vendor No.2 shall not be liable or responsible for all and every act, deed, matter and thing in respect of this sale transaction and for the said scheme and the Purchaser further agrees and undertakes to indemnify and keep the Vendor No.1 and the Promoter/ the Vendor No.2 indemnified against all losses, damages, suits, claims and demands that the Vendor No.1 and the Promoter/ the Vendor No.2 may suffer pay or incur owing to any act deed matter or thing done by the Purchaser/s;
- xxiii) The Purchaser/s further declares that the Vendor No.1 and the Promoter/ the Vendor No.2 are fully entitled to and is authorized as the exclusive owner to sell or dispose off any other property or premises within the said scheme at such rate and at such terms as the Vendor No.1 and the Promoter/ the Vendor No.2 may deem fit and property and the same shall be binding upon the Purchaser/s and the Purchaser/s shall not have any right to object or dispute or challenge the same;

- xxiv) The Promoter / the Vendor No.2 shall always have first charge on the Unit/property for all the dues and other sums if any unpaid by the Allottee to the Promoter.
- xxv) The Parties have agreed and accepted that the consideration agreed upon is composite one aggregate consideration. However, the Promoter for its accounting purpose or convenience, or required under the said Act, Rules, Regulations, policy and guidelines that may be framed there under or for the legal documentation work of transfer and vesting or otherwise, without prejudice to its composite character, may be split the consideration under different heads, like construction, development, land, common areas and amenities, etc., as the Promoter may deem fit and proper.
- xxvi) **Dispute Resolution:-** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the competent authority as per provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.
- xxvii) **SEVERABILITY :-** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- xxviii) **“Structural Defects”** means any defect related to the load bearing structure of the Building. This shall not include non-load bearing elements or water proofing. If within a period of five years from the date of handing over the possession of the Unit to the Allottee, the Allottee brings to the notice of the Promoter any Structural Defect in the Unit or any defects on account of workmanship, quality or provision of services (excluding wear and tear and misuse), then, wherever possible such defects (unless caused by or attributable to the Allottee) shall be rectified by the Promoter at his/ her/ 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, reasonable

compensation for rectifying such defect based on the estimated cost of rectifying such defects as determined by the Architect of the Promoter. 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 attributable to the Promoter or beyond the control of the Promoter.

- xxix) In case where guarantees and warranties are provided by the product suppliers or service vendors, the same shall be extended to the Purchaser/Allottee and to honour such warranties and guarantees shall be at the sole discretion of the party providing the same. Further where the manufacturer guarantee/warranty as provided by the party ends before the defects liability period and such warranties are covered under the maintenance of the said Unit/Project and if the annual maintenance contracts are not done/renewed by the Purchaser/s /Maintenance Society, the Owner / Promoter shall not be responsible for any defects occurring due to the same.

9. The Vendor No.1 and the Promoter/ the Vendor No.2 further declares that the said property is not situated within the Disturbed Area which areas have been confirmed by the Government vide its Notification and hence no permission under the Disturbed Area is required to be obtained and hence not obtained.

10. The Purchasers shall exclusively bear all the expenses of stamp duty, registration fees, typing charges, drafting charges, legal fees and all other out of pocket expenses in respect of the aforesaid sale.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE PROJECT LAND)

All that piece and parcel of freehold non-agricultural land- SUPER SHALIGRAM project bearing Final Plot No. 44+56 admeasuring 12084 Sq. Mtrs of Town Planning Scheme No. 32 (Gota) allotted in lieu of Survey No. 87/1A, 87/1B, 93/3A, 93/3B, 93/3C and 93/3D lying and being at Mouje Gota, Taluka Ghatlodiya, District Ahmedabad and Registration Sub-District of Ahmedabad-9 (Bopal) and the said project land is bounded as follows:-

On the East by :- F.P. No. 38 & 42 and 18 Mtr. Road
On the West by :- F.P. No. 64
On the North by :- F.P. No. 38 and 18 Mtr. Road
On the South by :- F.P. No. 29

THE SECOND SCHEDULE ABOVE REFERRED TO:
(THE SAID PROPERTY)

All that property bearing **Flat No.** admeasuring Sq.Mtrs. (Built-up) area and having Sq. Mtrs. internal carpet area, Sq. Mtrs. Balcony area and Sq. Mtrs. Wash area totaling to Sq. Mtrs. (carpet area) situated on Floor of Block in a scheme known as a “**SUPER SHALIGRAM**” to be constructed on non-agricultural land being Final Plot No. 44+56 admeasuring 12084 Sq. Mtrs of Town Planning Scheme No. 32 (Gota) allotted in lieu of Survey No. 87/1A, 87/1B, 93/3A, 93/3B, 93/3C and 93/3D lying and being at Mouje Gota, Taluka Ghatlodiya, District Ahmedabad and Registration Sub-District of Ahmedabad-9 (Bopal), together with proportionate undivided share admeasuring Sq. Mtrs. in the project land and the property is Bounded as under:

On the East by :-
On the West by :-
On the North by :-
On the South by :-

Note: together with (.....) allotted car parking together with the right to use all the common amenities, facilities, common passages, terrace, common parking of the said scheme along with the other members of the Service Society which is owned by the Service Society.

: Property Photograph No.1:

Property Postal Add :-

Flat No._____ on _____ Floor of at
Super Shaligram, Gota, Ahmedabad

Signature of Vendor No.1

Signature of Vendor No.2

Signature of Purchaser

: Property Photograph No.2:

Property Postal Add :-

**Flat No. _____ on _____ Floor of at
Super Shaligram, Gota, Ahmedabad**

Signature of Vendor No.1

Signature of Vendor No.2

Signature of Purchaser

IN WITNESS WHEREOF the Vendor No.1 and the Promoter/ the Vendor NO.2 and the Purchaser have hereunto set and subscribed their respective hands hereto on the day and the year first hereinabove written and in the manner hereinafter appearing.

SIGNED AND DELIVERED BY THE WITHIN-NAMED

.....
(1) JAYANTBHAI MANILAL PATEL through his power of attorney
holder Navinchandra Manilal Patel,

.....
(2) PIYUSHBHAI MANILAL PATEL through his power of attorney
holder Navinchandra Manilal Patel,

.....
(3) SATISHBHAI MANILAL PATEL through his power of attorney holder Navinchandra Manilal Patel,

.....
(4) NAVINCHANDRA MANILAL PATEL,

SIGNED AND DELIVERED BY THE WITHIN-NAMED

.....
SUPER SHALIGRAM LLP, represented
by its designated partner Prafulkumar V. Kachhadia

THE VENDOR
HEREIN IN THE PRESENCE OF :-

1.
2.

MEMO OF CONSIDERATION

01.	Rs. _____/-	(Rupees _____ Only) paid by the Purchasers to the Vendor No.2 by a Cheque No. _____ dated ____ / ____ /20 ____ of
-----	-------------	---

		_____ Bank _____ Ltd., _____ Branch, Ahmedabad towards part consideration The receipt whereof the Vendor do hereby acknowledge.
02.	Rs. _____/-	(Rupees _____ Only) paid by the Purchasers to the Vendor No.2 by a Cheque No. _____ dated __/__/20__ of _____ Bank _____ Ltd., _____ Branch, Ahmedabad towards part consideration The receipt whereof the Vendor do hereby acknowledge.
03.	Rs. _____/-	(Rupees _____ Only) paid by the Purchasers to the Vendor No.2 by a Cheque No. _____ dated __/__/20__ of _____ Bank _____ Ltd., _____ Branch, Ahmedabad towards part consideration The receipt whereof the Vendor do hereby acknowledge.

WE SAY RECEIVED
SUPER SHALIGRAM LLP

AUTHORIZED PARTNER

Schedule under sec. 32 (A) of The Registration Act

SIGNATURE	PHOTO	THUMB IMPRESSION
VENDOR NO.1		
(1) JAYANTBHAI MANILAL PATEL through his power of attorney holder Navinchandra Manilal Patel		

SIGNATURE	PHOTO	THUMB IMPRESSION
VENDOR NO.1		
(2) PIYUSHBHAI MANILAL PATEL through his power of attorney holder Navinchandra Manilal Patel		

SIGNATURE	PHOTO	THUMB IMPRESSION

VENDOR NO.1		
(3) SATISHBHAI MANILAL PATEL through his power of attorney holder Navinchandra Manilal Patel		
SIGNATURE	PHOTO	THUMB IMPRESSION
VENDOR NO.1		
(4) NAVINCHANDRA MANILAL PATEL		

SIGNATURE	PHOTO	THUMB IMPRESSION
VENDOR NO.2		
SUPER SHALIGRAM LLP Represented by its designated partner Prafulkumar V. Kachhadia		

SIGNATURE	PHOTO	THUMB IMPRESSION
PURCHASER		

.....		