

DEED OF CONVEYANCE

For Sale of Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), admeasuring _____ sq.mts. (Carpet Area), 1 (One) Balcony admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., **togetherwith undivided proportionate share admeasuring _____ sq.mts., in entire land** in the a scheme known as **“GIRIRAJ HORIZON”**, standing on the piece and parcel of Non-Agricultural Land (N.A.) situated lying and being at Mouje : Kocharab, Taluka : Sabarmati, District : Ahmedabad bearing Old Revenue Survey Nos. 119/2 paiki, 120 paiki, 130 paiki and 133 to 137 paiki Sub-Plot No. 2 admeasuring 1194 sq.yds. which was comprised into T.P. Scheme No. 20 and allotted Final Plot No. 369/2 admeasuring 929 sq.mts. and as per Kocharab City Survey Records bearing City Survey No. 1928 admeasuring 966 sq.mts., in the Registration District, Ahmedabad and Sub-District, Ahmedabad -4 (Paldi), at Ahmedabad for **Rs. _____/- (Rupees _____ Only).**

THIS INDENTURE made at Ahmedabad this _____ th day of _____ in the Christian Year 2019 BETWEEN :

Promoter / Vendor / Developer Party of The First Part	Mr. Vyomesh Narandas Mashru as Sole Proprietor of M/s. Vishnu Developers, a Sole Proprietary Firm. Adult, Hindu, Occupation : _____ PAN : Aadhar No. Residing at : A-52, Mayfair Tower, D-Mart Road, Near D-Mart, Behind Indian Oil Petrol Pump, 132 feet Ring Road, Satellite, Ahmedabad. Having office address at “Giriraj Horizon”, Nr. Maruti Renesa Apartment, Opp. Vijaya Bank, Next to Polytechnic Collage, Gulabai Tekara, Ahmedabad.
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Hereinafter called “THE PROMOTER / VENDOR” and/or “The Developer and Builder” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Vendor and each of his/her/their/its heirs,

executors, administrators and it's Successors and assigns) of the First PART/ THE PARTY OF THE First PART.

Allottee/ Purchaser/ Party of The Second Part Mr. _____
Adult, Hindu, Occupation : _____
PAN :
Aadhar No.
Residing at : _____,
_____, Ahmedabad.

Hereinafter called "THE ALLOTTEE / PURCHASER" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Purchaser and each of his/her/their/its heirs, executors, administrators and assigns) of the SECOND PART/ THE PARTY OF THE SECOND PART.

WHEREAS

The Promoter / Vendor / Developer absolutely owns and is possessed of and otherwise well and sufficiently entitled to all that piece and parcel of Non-Agricultural Land (N.A.) situated lying and being at Mouje : Kocharab, Taluka : Sabarmati, District : Ahmedabad bearing Old Revenue Survey Nos. 119/2 paiki, 120 paiki, 130 paiki and 133 to 137 paiki Sub-Plot No. 2 admeasuring 1194 sq.yds. which was comprised into T.P. Scheme No. 20 and allotted Final Plot No. 369/2 admeasuring 929 sq.mts. and as per Kocharab City Survey Records bearing City Survey No. 1928 admeasuring 966 sq.mts., in the Registration District, Ahmedabad and Sub-District, Ahmedabad -4 (Paldi), which is more particularly described in the **Schedule – 'A'** hereunder written. (Hereinafter referred to as "The Said Land"), The Vendor, with a view to develop the said Land in its entirety and in order to sell the residential accommodations, evolved a Residential Scheme described as "**GIRIRAJ HORIZON**" (Hereinafter may also for short be described as "Project or Scheme"), the details and specifications whereof are given in Schedule "A" attached herewith.

1. AND WHEREAS the purchaser has desired to acquire a Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), admeasuring _____

sq.mts. (Carpet Area), 1 (One) Balcony admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., **togetherwith undivided proportionate share admeasuring _____ sq.mts., in entire land** in the a scheme known as **“GIRIRAJ HORIZON”**, (hereinafter may also for short be described as “The Said Residential Flat”) the details and specifications whereof are given in **Schedule ‘B’** attached herewith.

2. AND WHEREAS, that the said Promoter / Developer / Builder have purchased the Non-Agricultural land bearing Old Revenue Survey Nos. 119/2 paiki, 120 paiki, 130 paiki and 133 to 137 paiki Sub-Plot No. 2 admeasuring 1194 sq.yds. which was comprised into T.P. Scheme No. 20 and allotted Final Plot No. 369/2 admeasuring 929 sq.mts. (Plot Area) togetherwith construction standing thereon consisting of Bungalow approx admeasuring 691.68 sq.mts. known as “Ashok Villa” and as per Kocharab City Survey Records bearing City Survey No. 1928 admeasuring 966 sq.mts. from Victorian Infracon Private Limited through its Director Shri Sushil Kumar Dhansiram Agarwal by a Deed of Conveyance, which was duly registered with the office of the Sub-Registrar, Ahmedabad – 4 (Paldi), under Serial No. 664 dated 19-1-2018 and the entry to that effect was also entered in the City Survey Records bearing Serial No. 2723 dated 21-2-2018 duly confirmed by the City Survey Superintendent-1, Ahmedabad on 2-4-2018 and since then Shri Vyomesh Narandas Mashru as Sole Proprietor of M/s. Vishnu Developers, a Sole Proprietary Firm is holding the same as an absolute owner and possessor thereof.
3. AND WHEREAS, Non – Agricultural Permission for Residential Use of the said piece of Land bearing T.P. Scheme No. 20 and allotted Final Plot No. 369 paiki Sub-Plot No. 2 admeasuring 929 sq.mts. was duly sanctioned by Competent Authority vide its Order No. NASR/316/79/80 dated 19-9-1980 and the entry to that effect was also entered in the revenue records of Mutation Entry book viz. Village Form No.6 under Serial No. 4190 dated 5-5-1986 duly confirmed by the concerned authority and as per Village Form No. 2 issued by Talati, Mouje : Kocharab, Taluka : City.
4. AND WHEREAS, Plan and Construction Permission has been duly approved and granted by the Ahmedabad Municipal Corporation, Ahmedabad vide its Rajachitthi bearing No. 00438/021118/A0625/RO/M1 dated 3-11-2018 issued by the Asst.

T.D.O. (B.P.S.P.), Ahmedabad Municipal Corporation, Ahmedabad. **authenticated copy is attached in Annexure 'A'.**

5. AND WHEREAS Building Use Permission was given by Ahmedabad Municipal Corporation vide Ref. No. _____ dated _____ issued by Asst. T.D.O. (B.P.S.P.), Ahmedabad Municipal Corporation, Ahmedabad. **authenticated copy is attached in Annexure 'B'.**
6. AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) with the Real Estate Regulatory Authority at Ahmedabad, Registered No. _____ authenticated copy is attached **in Annexure 'C'; (Hereinafter referred to as "The Said Act").**
7. AND WHEREAS on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architects Messrs _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under and the Purchaser is satisfied in respect of the same;
8. AND WHEREAS, said _____ Co. Op. Housing Service Society Ltd. was duly incorporated under the Gujarat Co. operative Societies Act, 1961 (Act X of 1962) and registered with District Registrar, Co-Operative Societies, Ahmedabad, under Serial No. _____ dated _____ for maintenance and administration of the scheme **"GIRIRAJ HORIZON".**
9. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor, authenticated copies of Property card or extract of Village Form No. VI and Village Form No. VII and XII or any other relevant revenue record showing the nature of the title of the Vendor to the project land on which the Flats are constructed or are to be constructed have also been inspected by the Purchaser and is satisfied in respect of the same.

10. AND WHEREAS the carpet area of the said Flat is _____ square meters/square feet and "carpet area" means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive 1 (One) Balcony admeasuring _____ sq.mts., and 1 (One) Wash Area admeasuring _____ sq.mts. but includes the area covered by the internal partition walls of the Flat.
11. AND WHEREAS the Vendor has executed an Agreement to Sale in respect of Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), admeasuring _____ sq.mts. (Carpet Area), 1 (One) Balcony admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., **togetherwith undivided proportionate share admeasuring _____ sq.mts., in entire land** in the a scheme known as **"GIRIRAJ HORIZON"** in favour of Purchaser by an Agreement to Sale, which was duly registered with the Office of the Sub- Registrar, Ahmedabad – 4 (Paldi), under Serial No. _____ dated _____. **Thereafter Vendor and Purchaser have accept followed all the terms and conditions in previous Agreement to Sale and understood the mutual rights and obligations detailed herein;**
12. AND WHEREAS the Vendor herein has agreed to sell Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), admeasuring _____ sq.mts. (Carpet Area), 1 (One) Balcony admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., **togetherwith undivided proportionate share admeasuring _____ sq.mts., in entire land** in the a scheme known as **"GIRIRAJ HORIZON"** at or for the price/consideration of **Rs. _____/- (Rupees _____ Only) (as mentioned hereunder)** to the Purchaser herein by execution and registration of Deed of Conveyance required according to the law for the time being in force, on the terms and conditions which have been duly accepted by the Purchaser and such terms and conditions are also contained herein.

(i)	Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), admeasuring _____ sq.mts. (Carpet Area), in the a scheme known as "GIRIRAJ HORIZON" .	Consideration of Rs. _____/-
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(ii)	Balcony/verandha 1 having area _____ admeasuring _____ sq.metres/sq.feet.	Consideration of Rs._____/-
(iii)	balcony/verandha 2 having area _____ admeasuring _____ sq.metres/sq.feet.	Consideration of Rs._____/-
(iv)	wash area balcony having area _____ admeasuring ____ sq.meters/sq. Feet.	Consideration of Rs._____/-
(v)	open terrace having area admeasuring _____ sq.meters/sq. Feet	Consideration of Rs._____/-
(vi)	Open Parking spaces bearing No. _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed.	Consideration of Rs._____/-
(vii)	Covered parking spaces bearing No _____ situated _____ at Basement and/or stilt and /or _____ podium	Consideration of Rs._____/-
	The total aggregate consideration amount for the said Flat mentioned herein above from clause 12 (i) to (vii) is thus Rs. _____/- (including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities)	

13. AND WHEREAS the Purchaser has/have through its authorized representative have verified Plan, Permission, Structural Stability through Architect and Engineer and all Legal Documents of the property including draft Deed of Conveyance through the Lawyer and also measured the actual area of the property by competent person and thereafter, satisfied with the Legal Documents, Structural Stability and area measured now the Purchaser has/have requested the Vendor to execute Deed of Conveyance of the said property being these presents which the Vendor has/have agreed to do so in the manner as its hereinafter appearing.

AND WHEREAS the said Vendor declare that the purchaser has paid consideration amount of the said flat as per "Carpet Area" of the said flat and the

purchaser confirm about payment of the consideration of the said flat as per carpet area only.

14. NOW THIS INDENTURE WITNESSETH THAT in consideration of the said property contained hereinabove and in consideration of the sum of **Rs. _____/- (Rupees _____ Only) (as mentioned above Point No. 12)** paid by the Purchaser to the Vendor as appended herein below in the Memo of Consideration on or before execution of these presents (the receipt of the said sum of **Rs. _____/- (Rupees _____ Only) (as mentioned above Point No. 12)** the VENDOR do hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge to the said Purchaser. The Vendor do hereby grant, sell, assign, release, convey and assure unto the said Purchaser forever the said property as also it all right, title and etc. TOGETHER with full right, and absolute authority as owner and member of the said Scheme to use, occupy and enjoy all the common facilities and amenities as has been provided for the benefit of all member of the scheme subject to rules, regulation etc. TO HAVE AND HOLD ALL and singular the said property hereby granted conveyed and assured forever with the right to continue to use, occupy and enjoy the same as owner and member of the said Scheme subject to payment of rates, taxes, assessments, dues, duties administration charges now chargeable upon the same or hereafter to become payable to the State of Gujarat or any other Public Body in respect thereof including AMC as also to the Service Society to be incorporated (Proposed), and the Vendor dose hereby for his self and each of his/her/their/its heirs, executors, administrators and it's Successors and assigns covenants with the Purchaser that notwithstanding any acts, deeds, matters or things whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from through, under or in trust for either of them made, done, committed, omitted or knowingly or willingly suffered to the contrary, The Vendor has good right, full power to grant, sale, convey, assign and assure the Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), admeasuring _____ sq.mts. (Carpet Area), 1 (One) Balcony admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., **togetherwith undivided proportionate share admeasuring _____ sq.mts., in entire land** in the a scheme known as "GIRIRAJ HORIZON" hereby granted, released, conveyed and assured or intended or expressed to be unto and to the use of the said Purchaser in

the manner aforesaid and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said premises hereby granted with appurtenance, and receive the rents, issues and profits hereof and of every part thereof to and own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or its successors in business and assigns lawfully or equitably claiming or to claim by, from, under or in trust for it and that it is hereby specifically declared that the Purchaser undertakes to observe, perform and obey all the rules, regulations etc., of Service Society to be incorporated (Proposed). NOTWITHSTANDING anything contained hereinabove above, it is hereby declared that the Vendor has transferred, conveyed and assured unto the Purchaser the said property and to have and hold the same subject to such covenants, obligations, conditions, provisions, stipulations as may have been prescribed by the said Scheme by Vendor and the said Service Society from time to time.

15. The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/She/They/It shall use the garage or parking space only for purpose of Keeping or parking vehicle and related purpose.

The Purchaser along with other Purchaser(s) of Flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member. including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No

objection shall be taken by the Purchaser 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 Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

The Purchaser has/have paid to the Vendor a sum of Rs. _____/- for meeting an legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

16. **ALLOTTEE / PURCHASER COVENANT HERE**

- i. To maintain the Flat at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building

in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Pay to the Vendor within fifteen days of demand by the Vendor, his share of security . deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- v. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser for any purposes other than for purpose for which it is sold.
- vi. The Purchaser shall not let. sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.
- vii. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and By-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- viii. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times with prior permission to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- ix. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times with prior permission to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- x. The Purchaser, himself / herself / themselves / itself and through his / her / their / it's advocate / solicitors has / have verified the title of the said Land belonging to the Vendor as clear, marketable and free from all encumbrances charge, lien, mortgage and examined the plans, specification, design of the scheme and liked the said Property and accordingly has purchased the said property. The Purchaser has/have been fully informed about Structural Stability, the quality of the building material, fixtures, fittings to be used and other facilities, amenities to be provided to them, payment schedule, and also the terms and conditions of the sale stated herein, the Purchaser has/have been fully informed about the appointment of Developers, Supervisors, Architect and Structural Engineer of the said scheme and the Purchaser are fully satisfied about their work and Structural Stability of building and have found the same in order and is/are satisfied with the same. Hence, the Purchaser is/are not entitled to raise and will not raise any dispute with regard thereto in future and if he/she/they/it raise, will be of no avail whatsoever. subject however ever to defect liability obligation of vendor as per said RERA Act.
- xi. The Purchaser is/are entitle to use and utilized only Flat premises as the owners, That the Purchaser shall not do or permit anything to be done on the said premises which may be a nuisance, annoyance or disturbance to the other property owners, Purchaser shall not interfere or cause damage in the Scheme whether located outside of the Property, such as, colour scheme of building, structural change, change in elevation, water supply lines, drainage lines, streetlights and such other properties.
- xii. The Purchaser shall not make any temporary or permanent additions or alterations in 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., also not to make dig any holes in the beams and columns of the building, similarly, the Purchaser shall not do anything which will not give proper

decorum and decency to the building. The Purchaser shall not carry out any structural change without prior written consent of the Society-Proposed.

- xiii. Until Individual assessment of Flat of the said scheme made, the Purchaser shall pay regularly all local and Central Government Taxes including Local Authority tax, education cess., electric burning charges, water charges, Administrative/ Maintenance expenses of the Vendor Company, etc. as fixed by the Service Society from time to time.
- xiv. The Purchaser hereby agrees with the Vendor and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and contained in this Agreement and to keep the Vendor indemnified against the said payments and observance and performance of the covenants and conditions contained herein expect so far as the same ought to be observed by the Vendor.
- xv. **The promoter shall not have any claim over F.S.I., additional F.S.I and Terrace rights after building use permission has been obtained such rights if any will be enclosed by the society of buyer.**
- xvi. The Purchaser has/have agreed and admitted that for the purpose of maintenance and management of common amenities and common area as define in the said RERA ACT, a Service Society is formed and Purchaser must become member thereof, and also hold requisite share of said Service Society. It is agreed that the maintenance and management of common amenities, facilities services and common areas will be carried out by Service Society and confirm to strictly adhere to such rules and regulations formed from time to time. The Purchaser should take prior permission from the said society before transferring the said Flat to other **person**, further pay the transfer fees as decided by the Service Society from time to time. No such permission shall be refused if there are no dues payable to society and purchaser is ready to pay stipulated transfer feed. Permission shall be granted without any delay. The Purchaser shall deposit non refundable interest free deposit in favour of Service Society towards the maintenance of the said scheme without raising any question to the same and also confirm to pay further maintenance charge regularly as regards general administration and management

of affairs and matters relating to common amenities, facilities, service infrastructures and conveniences and common areas of the said scheme and generally of common interest and benefit of the Service Society and occupiers of the premises Flat in the scheme.

- xvii. The purchaser herein agrees to purchase necessary shares of the Service Society to be incorporated (Proposed), which will be formed for the management of the building facilities, The purchaser shall be abide by the rules regulations and resolutions of the said the Service Society to be incorporated (Proposed) which will be formed hereafter for day to day maintenance and administration.
- xviii. Any transfer or assignment, improvises or by operation law of 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 along with the shares and membership of the Service Society to be incorporated (Proposed).
- xix. That the Purchaser will not at any time demolish or cause to be done any additions / alternations / modifications of whatsoever nature to the said property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said property, or the neighboring premises or to the said Building. The purchaser shall not be permitted to put up anything in passage, or closing or encroaching of passages or lounges or make any alterations in the elevations and outside colour scheme of the property (including shutters) acquired by the purchaser.
- xx. That the purchaser shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from his/her/their/its Flats in the common passages, balconies, compound or any portion of the said Scheme.
- xxi. The Purchaser shall not use the Said Flat or permit the same to be used for any purpose whatsoever other than for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other premises nor for any illegal or immoral purposes or for the purposes prohibited by law.
- xxii. The Purchaser shall not use or permit to be used the Said Flat or any part thereof for any purpose other than residence, like Hotels, Restaurants, Eatery, Dairy, Club, Gymkhana, Doctors consulting, Nursing home or Hospital, Laboratory, Video

Game, Parlor, Beauty Parlor, Bank, Cyber cafe, Tuition and Coaching classes, Garage, Services and Repair of Vehicles, Charitable trust, Trade union or Political party etc.

- xxiii. After the possession of the said Flat is handed over to the Purchaser, if any additions or alterations in or about or in relation to the building of which the Said Flat forms part are thereafter required to be carried out by the Government, District Panchayat, Ahmedabad Municipal Corporation or any statutory authority, the same shall be carried out by the holders of the premises in the said building/s at their own costs and the Vendor shall not be in any manner liable or responsible for the same.
- xxiv. That the Purchaser shall maintain at his/her/their/it's own costs the property agreed to be purchased by the purchaser in the same good condition, state and order in which it is / will be delivered to the purchaser and shall abide by all bye laws, rules and regulations of the Government, the AMC and any other authorities, local bodies, and the Service Society to be incorporated (Proposed) and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Deed.
- xxv. The Purchaser shall not alter/change the size and shape of the door, windows, etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling etc. of the said Property. The purchaser shall be provided suitable place for fixing split Air Conditioner Units on the back side wall of said Property.
- xxvi. That the Purchaser and the persons to whom the said premises is ultimately transferred, assigned or given possession of with the permission of the service society of the said Building shall from time to time sign all applications, papers and documents and do all acts, deeds matters and things as the said Building management/service society may require for safeguarding the interest of the said Building and its occupiers.
- xxvii. That the Purchaser hereby covenants to keep the said premises in good condition. The purchaser is/are aware that the common wall of the said premises is of

thickness of single brick and therefore he/she/they/it shall not do anything which may cause damage to the building and/or the neighboring premises.

- xxviii. The Purchaser shall insure and keep insured the said Flat against loss or damage by fire, earthquake, riot, war, flood, civil commotion, Act of God or such other risk to the full value thereof in the name of the Purchaser with nationalized insurance company of repute having office at Ahmedabad and whenever required he/she/they/it shall produce to the Vendor the policy/policies of such insurance and the receipt for the last premium paid in respect thereof and in the event of the said Flat being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the said Flat being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Flat as soon as reasonable, practical and required.
- xxix. The Purchaser shall not do or permit to be done any act or things which may render void or void able any insurance of any premises in the building or any part of the building or cause any increased premium payable in respect thereof.
- xxx. In the case of natural calamity such as earth quake, war, or any others natural calamity or any reasons beyond human control if Building get damaged then Purchaser has/have right to reconstruct unit jointly with other owners and members of the service society.
- xxxi. The Purchaser shall not at any time demolish or cause to be demolished the Said Flat or any part thereof. The Purchaser shall not make any alterations in the elevations and outside colour scheme of the Said Flat to be purchased by him/her/them/it If any penalty, premium or any other charges are levied by the Ahmedabad Municipal Corporation or any other authority in respect of any addition or alterations made or to be made in the sanctioned plans, the same shall be borne and paid by the Purchaser, if the same are concerning the Purchaser, and if the same are of common nature, by the Purchaser in common with others.
- xxxii. That the Purchaser shall permit the Vendor/Service Society, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 8 hour's notice (In emergency, less hour's

notice) to enter in to and upon property and any part thereof for purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structure and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of the water to the Flat or any.

xxxiii. That the Purchaser and persons to whom the said property is ultimately transferred, assigned or given possession of shall observe and perform the bye laws and/or the rules, regulations, and resolutions, which the said the Service Society to be incorporated (Proposed) may make with the additions, alternation or amendments thereto for the protection, maintenance, use and transfer of the said building, unit and other space premises therein and/or in the compound. He/She/They/It will also be abide by the building rules, regulations and bye-laws for the time being of the AMC and other authorities of the government. The purchaser and the person to whom the said property is let, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid by the Service Society to be incorporated (Proposed) regarding the occupation and use of the building and/ or the said unit or other spaces and /or parking spaces therein and shall pay the contribution regularly and punctually towards the taxes and /or management expenses or other out goings in accordance with the terms of this deed and as may be decided by the Service Society to be incorporated (Proposed) from time to time, other property in the building in respect whereof the purchaser or the occupier of such other Flat as the case may be shall have committed default in paying its share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Service Society to be incorporated (Proposed) as the case may be. After obtaining previous written permission of the service society, the Purchaser shall be entitled to transfer/sell, convey, mortgage, charge or in anyway encumber or deal with or dispose of its said Property or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said property and such approval shall not be normally denied unless the purchaser/occupier has committed breach or default in compliance of the terms and conditions of this Deed of Conveyance or any other agreements entered into with or rules, resolution etc.,

of the Service Society as the case may be and if the purchaser do not pay transfer fees to the Service Society to be incorporated (Proposed) and if the activities of the transferor or transferee are not suitable to the building/ the Service Society to be incorporated (Proposed).

xxxiv. Similarly the leakage of water from the toilets, bathrooms and pantry is also likely to happen in purchaser's Flat as from the neighboring and upper units. Leaked water/moisture is likely to appear on the walls of purchaser Flat and that may deteriorate the painting and plaster on the walls. Purchaser is/are aware that water is a substance which is likely to escape resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons unconnected with construction. Use of Acids for cleanliness, vibration of heavy duty machines, hot Water, hard water, rough use, etc are likely to damage pipelines, tiles and their joints. The joints of flooring tiles and wall tiles are also likely to be damaged by such use. Purchaser agree that the Service Society to be incorporated (Proposed) shall not be liable for any damage in unit due to leakage of water and its various other bad effects.

xxxv. The Purchaser shall not use the said Flat or permits the same to be used for any purposes whatsoever other than Residential Purpose for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other premises not for any illegal or immoral purposes or for the purposes prohibited by law.

xxxvi. The said Flat shall be used occupied and enjoyed subject to other rules of the scheme as may be framed by the Vendor/ Service Society. The Purchaser shall perform and observe the same, and shall abide by.

17. **PROMOTER / DEVELOPER / VENDOR COVENANT HERE**

- i. The Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Vendor has the right to enter into this Deed of Conveyance and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat/Plot] which will, in any manner, affect the rights of Purchaser under this Deed of Conveyance.
- viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said [Flat/Plot] to the Purchaser in the manner contemplated in this Deed of Conveyance;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Service Society of the Purchasers;

- x. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.
- xii. If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.
- xiii. Vendor has not mortgaged said Flat No. _____ to any bank / financial institute.
- xiv. The Vendor hereby declares that all the taxes, cesses, charges and other outgoings payable to the AMC, Torrent Power Ltd /GETCL (Gujarat Energy Transmission Corporation Limited) payable by the Vendor to any other Statutory Body have been paid in full up to the Deed of Conveyance date by the Vendor. All the cesses, charge, future Government levies, betterment charges and other outgoings payable to AMC, Torrent Power Ltd., other taxes and any other charges claimed by AMC, henceforth shall be paid by the Purchaser only to the said Authorities etc.
- xv. The Vendor has sold Vacant premises being Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), admeasuring _____ sq.mts. (Carpet Area), 1 (One) Balcony admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., **togetherwith undivided proportionate share**

admeasuring _____ sq.mts., in entire land in the a scheme known as **“GIRIRAJ HORIZON”** to the Purchaser and Purchaser hereby acknowledge that vacant physical peaceful possession of the said Flat is received by him/her/them/it.

- xvi. The said scheme of the Vendor shall always be known as **“GIRIRAJ HORIZON”** at Ahmedabad and is not subject to change. The Purchaser will not do any addition alteration or change at the outside surface of the building and the elevation of the building shall always be preserved and maintained.
- xvii. It is hereby agreed by the Purchaser that as owner of Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), admeasuring _____ sq.mts. (Carpet Area), 1 (One) Balcony admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., **togetherwith undivided proportionate share admeasuring _____ sq.mts., in entire land** in the a scheme known as **“GIRIRAJ HORIZON”** in pursuance of this deed he/she/they/it shall deposit with the Service Society to be incorporated (Proposed) necessary maintenance Deposit, Subsequently the purchaser shall also pay such amount as may be decided by the Service Society to be incorporated (Proposed) for maintenance. The interest income of lump sum deposit and the amount paid by cheques shall be utilized by the Service Society to be incorporated (Proposed) towards common expenses, maintenance and other expenses incurred by the Service Society to be incorporated (Proposed).
- xviii. The Service Society to be incorporated (Proposed) shall also be entitled to use/spend the corpus of the fund in case of necessity. The purchaser shall be required to pay additional amount in future if the Service Society to be incorporated (Proposed) decides to raise additional amount to meet with such expenses. This deposit will be a transferable deposit. The purchaser agree to this arrangement. In case if the cheque is dishonored, Service Society to be incorporated (Proposed) shall be entitled to cut off the common services agreed to be given to the purchaser and thereafter the purchaser shall not be entitled to demand such service from the Vendor/ the Service Society to be incorporated (Proposed) and the purchaser shall be also be bound to pay interest at the rate of 18% per month in case of default or delay.

- xix. It is also agreed by the Purchaser that until execution of Deed of Conveyances of all the Flat in the said scheme, all expenses towards the maintenance and management of common amenities shall be incurred by the Vendor and/or Service Society to be incorporated (Proposed) out of the Maintenance Deposit collected from the Purchaser.
- xx. The Vendor declares that the said property is fully built-up property as defined under the Urban Land (Ceiling & Regulation) Act, 1976 and the same has been repealed with effect from 01/04/1999 and hence no permission is required to be obtained under the said Act or any other Act or Rules for the time being in force and applicable to the said property for its alienation in any manner of whatsoever nature.
- xxi. That the Vendor has handed over the actual physical and vacant possession of the Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), admeasuring _____ sq.mts. (Carpet Area), 1 (One) Balcony admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., **togetherwith undivided proportionate share admeasuring _____ sq.mts., in entire land** in the a scheme known as **“GIRIRAJ HORIZON”** at the time of this Deed of Conveyance to the Purchaser and The Purchaser accept it.
18. The scheme shall always be known as **“GIRIRAJ HORIZON”** and this name shall not be changed in any circumstances.
19. That the rights and obligations of the parties under or arising out of this Deed of Conveyance shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Deed of Conveyance.
20. **SEVERABILITY :- If any provision of this Deed of Conveyance 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 Deed of Conveyance shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed of Conveyance 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 Deed of Conveyance shall remain valid and enforceable as applicable at the time of execution of this Deed of Conveyance.

21. **Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Ahmedabad Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.**
22. All the expenses such as Stamp Duty, Registration Fee, etc. and all Other Miscellaneous expenses in respect of the documents to be executed in favour of the Purchaser shall be borne by the Purchaser only and if any additional Stamp Duty is required to be paid then same will be paid by Purchaser.

IN WITNESS WHERE OF the Vendor and the Purchaser have hereunto set and subscribed their respective signatures hereto in the manner hereinafter appearing at the place on the day and year first hereinabove written.

Annexure 'A'

Copy of Plan and Construction Permission issued by Ahmedabad Municipal Corporation, Ahmedabad.

Annexure 'B'

Copy of Building Use Permission given by Ahmedabad Municipal Corporation, Ahmedabad.

Annexure 'C'

Copy of RERA Registration Certificate bearing Registered No. _____ datedin the name ofissued by Real Estate Regulatory Authority at Ahmedabad,

:- SCHEDULE-A ABOVE REFERRED TO:-

ALL THAT Non-Agricultural Land (N.A.) situated lying and being at Mouje : Kocharab, Taluka : Sabarmati, District : Ahmedabad bearing Old Revenue Survey Nos. 119/2 paiki, 120 paiki, 130 paiki and 133 to 137 paiki Sub-Plot No. 2 admeasuring 1194 sq.yds. which was comprised into T.P. Scheme No. 20 and allotted Final Plot No. 369/2 admeasuring 929 sq.mts. and as per Kocharab City Survey Records bearing City Survey No. 1928 admeasuring 966 sq.mts., in the Registration District, Ahmedabad and Sub-District, Ahmedabad -4 (Paldi) **and the same is bounded as follows :**

On or towards East : Land of Final Plot No. 369 paiki Sub-Plot No. 3.
On or towards West : Land of Final Plot No. 369 paiki Sub-Plot No. 1.
On or towards North : Old Sachivaly.
On or towards South : 40 feet. Public Road.

:-SCHEDULE-B ABOVE REFERRED TO:-

All that Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), admeasuring _____ sq.mts. (Carpet Area), 1 (One) Balcony admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., **togetherwith undivided proportionate share admeasuring _____ sq.mts., in entire land** in the a scheme known as **“GIRIRAJ HORIZON” and the same is bounded as follows :**

On or towards East : _____.
On or towards West : _____.
On or towards North : _____.
On or towards South : _____.

**Photograph of the Flat No. _____, on _____ Floor, in Block ‘ _____’,
in a scheme known as “GIRIRAJ HORIZON”.**

**PROMOTER / VENDOR / DEVELOPER
PURCHASER/PARTY
/PARTY OF THE FIRST PART :**

**ALLOTTEE/
OF THE SECOND PART :**

**Photograph of the Flat No. _____, on _____ Floor, in Block ‘ _____’,
in a scheme known as “GIRIRAJ HORIZON”.**

**PROMOTER / VENDOR / DEVELOPER
PURCHASER/PARTY
/PARTY OF THE FIRST PART**

**ALLOTTEE/
OF THE SECOND PART**

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter/Vendor/ Developer/Party of The First Part :

Mr. Vyomesh Narandas Mashru
as Sole Proprietor of M/s. Vishnu Developers,
a Sole Proprietary Firm.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee/ Purchaser/ Party of The Second Part :

Mr. _____

In the presence of WITNESSES :

1. Name : _____

Signature : _____

2. Name : _____

Signature : _____

MEMO OF CONSIDERATION

Rs. _____/- (Rupees _____ Only) In the name of Vendor paid by the purchaser by Cheque No. _____ dated _____ drawn on _____ Bank, _____ Branch.

Rs. _____/- (Rupees _____ Only) In the name of Vendor paid by the purchaser by Cheque No. _____ dated _____ drawn on _____ Bank, _____ Branch.

Rs. _____/- Rupees _____ Only

We, VENDORS SAY RECEIVED

Mr. Vyomesh Narandas Mashru
as Sole Proprietor of M/s. Vishnu Developers,
a Sole Proprietary Firm.

SCHEDULE UNDER REGISTRATION ACT. SECTION 32-A

PROMOTER / VENDOR / DEVELOPER/PARTY OF THE FIRST PART :

Signature	Photograph	Left Hand Thumb Impression
Mr. Vyomesh Narandas Mashru as Sole Proprietor of M/s. Vishnu Developers, a Sole Proprietary Firm.		

ALLOTTEE/ PURCHASER/PARTY OF THE SECOND PART :

Signature	Photograph	Left Hand Thumb Impression
Mr. 		