

**SHILP THE ADDRESS
COMMERCIAL _____NO.____
SALE DEED**

THIS SALE DEED IS EXECUTED at Ahmedabad on this _____ day of
2021.

BETWEEN

Manthan Structures LLP, (PAN No.ABIFM4937H) a Limited Liability Partnership Firm having its Registered Office at 204/A, Shilp-3, Near Mann Party Plot, Sindhu Bhavan Road, Bodakdev, Ahmedabad, represented through its designated Partner **Yash G. Brahmbhatt**, (Aadhar No. 5363 2321 2104), aged adult, Hindu by religion, having his address at 71, Asopalav Bungalows, Thaltej, Ahmedabad, authorized vide Authority Letter dtd. _____, hereinafter referred to as the "**Owner / Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partner).

: 2 :

AND

(1) _____, (Aadhar no. _____) (PAN No. _____) aged about ____ year, residing at _____, and (2) _____, (Aadhar no. _____), (PAN No. _____), aged about ____ year, residing at _____

hereinafter referred to as “the **Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PARTY**.

WHEREAS

A. The Owner / Promoter is the absolute owner-occupier of the immoveable property i.e. Commercial use Non Agricultural land bearing Final Plot No. 121 admeasuring about: 2064 sq. mtrs. (allotted in lieu of Revenue Survey No. 570 admeasuring about: 3440 Sq. Mtrs.) of Town Planning Scheme No. 53/A, or thereabouts situated, lying and being at Moje Village sim of Shilaj, Taluka Ghatlodiya, District of Ahmedabad and Sub District of Ahmedabad-9 (Bopal) (Hereinafter referred to as “**the Said Land**”). The Said land was acquired by the Owner / Promoter through registered sale deed having Sale Deed No. 7132 dated 25.06.2018 at the office of the concerned Sub-Registrar of Ahmedabad-9 (Bopal).

AND WHEREAS:

- A. In pursuance of the aforesaid Registered Sale Deed, the Owner / Promoter is seized and possessed of the said Land with entitlement to construct buildings thereon:
- B. The Owner / Promoter has earmarked the Said Land for the purpose of building a Commercial Project consisting of Shops & Offices, in

: 3 :

the name of “**SHILP ONE**”. The said Commercial Project is hereinafter referred to as "**the Project**";

- C. The Ahmedabad Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated 01.12.2020 bearing Case No. BLNTI/NWZ/ 220920 / CGDCRV /A3935/R0/M1 and Rajachitthi No.04165 / 220920 / A3935 /R0/M1 issued on the same date;
- D. The Owner / Promoter has obtained sanction/approval of the final plans for the Project from Ahmedabad Municipal Corporation and accordingly the Owner / Promoter has commenced the work of construction and development of the Project;
- E. The Owner / Promoter has got most of the approvals from the concerned local authorities, municipal corporation and/or Government, as required by law, pertaining to the plans, the specifications, elevations, sections of the Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Use Permission for the Commercial Project;
- F. While sanctioning/approving the plans the concerned local authority, municipal corporation and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner / Promoter while developing the Project. Upon due observance and performance of the said terms, conditions, stipulations etc. the Building Use Permission in respect of the Project shall be granted by the concerned authority, corporation and/or Government.
- G. And the Owner / Promoter have completed the construction of the Project as a result of which the Ahmedabad Municipal Corporation have issued Building use Permission Vide No. _____, dtd._____.

: 4 :

- H. The Owner / Promoter has got the project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar under the Registration No._____ dtd._____;
- I. By virtue of absolute ownership and possession of the Project, the Owner / Promoter has the sole and exclusive right to sell the Commercial Units of the Project constructed upon the Said Land and to enter into agreement(s) / Sale Deeds with the allottee(s) of the Commercial Units and to receive the sale consideration in respect thereof;;
- J. The Allottee applied to the Owner / Promoter for allotment of **Commercial _____ No. _____**, having carpet area as per definition of Carpet Area of RERA Act, admeasuring _____ **sq. meters** and **(Built Up Area of _____ sq. meters** as per the approved plans) **on _____ floor** in the Project known as "**SHILP ONE**" constructed upon the Said Land (hereinafter referred to as "**the Unit**", more particularly described in **Schedule**) **on dated _____.____.2021**. The authenticated Floor Plan of the Unit & Layout Plan of the Project are respectively annexed as **Annexure-A & Annexure-B** to this Deed;
- K. Upon approach of the Allottee/s, the Owner / Promoter agreed to sell "the Unit" to the Allottee/s at or for the total sum or consideration of **Rs._____-/- (Rupees _____ Only)** (hereinafter called "the Total Price") and upon terms - conditions which was agreed by the Allottee/s. **The Unit** includes the undivided proportionate share of _____ **sq. mtrs.** in the land and undivided share of common area other than land in proportion of Carpet area of a unit against total carpet area of the Project.
- L. Pursuant to the aforesaid the Owner / Promoter and the Allottee entered into Agreement to Sale duly registered in the office of Sub

Registrar of Ahmedabad-9 (Bopal) vide Sr. No._____, dtd._____. All the other terms and conditions agreed by the Allottee in the Agreement for Sale shall, mutatis mutandis, also apply to this Deed, unless inconsistent with the terms and conditions contained under this Deed. All the schedules and Annexurs contained under this Deed shall form an integral part of this Deed.

- M. "The **Total Price**" for the Unit includes the price of the Unit and proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities. The break-up of the consideration is obtained by dividing the consideration value with RERA carpet area square feet of the unit i.e. rate per square feet of the unit.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Owner / Promoter towards "the Unit";
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner / Promoter by way of Value Added Tax (GST w.e.f. 01st July, 2017), and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner / Promoter) up to the date of handing over the possession of "the Unit";
- (iii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees and all other government levies taxes & duties will be paid & borne by the Allottee and not included in the Total Price;
- (iv) The Total Price above excludes Extra Work Cost (if any) to be borne by the Allottee and not included in the Total Price.
- (v) The Total Price of Unit/Shop/Office includes pro rata share in the Common Areas as provided in the Agreement.

- N. The carpet area of “the Unit” is _____ **square meters** i.e. _____ **square feet** and "carpet area" means the net usable floor area of “the Unit”, excluding the area covered by the external walls, areas under service shafts but includes the area covered by the internal partition walls of “the Unit”.
- O. At the request of the Allottee, the Owner / Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Owner / Promoter's Architects **ADS Architect Pvt. Ltd.** and of such other documents as are specified under the Act and Rules and Regulations made thereunder and the Allottee is satisfied with the same;
- P. The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Owner / Promoter, Property Card, Extract of Village Forms VI, VII and XII and other relevant revenue records showing the nature of the title of the Owners to the Said Land on which the Project is being constructed have also been inspected and the Allottee is satisfied in respect of the same;
- Q. The authenticated copies of lay-out plans sanctioned / approved by the local authority, municipal corporation and/or Government have also been inspected by the Allottee.
- R. That as agreed, the Allottee has paid "**the Total Price**" for the purchase of the said property to the Owner / Promoter as under:

Rs._____-/-	Rupees _____ only paid by the Allottee to the Owner / Promoter by Cheque No._____, dtd._____ drawn on _____ Bank, _____ Br.
Rs._____-/-	Rupees _____ only paid by the Allottee to the Owner / Promoter by Cheque No._____,

	dtd._____ drawn on _____ Bank, _____ Br.
Rs._____-/-	(Rupees _____ Only).

*Owner / Promoter confirms the receipt of “The Total Price” subject to realization of cheques.

S. The Allottee has now requested the Owner / Promoter to execute a Sale Deed for the said property in favour of the Allottee herein. AND the Owner / Promoter at the request of Allottee have now agreed to execute a Sale Deed in favour of the Allottee in respect of the said property, which is more particularly described in **Schedule-A** in **Rs._____-/- (Rupees _____ Only)** in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. In pursuance of the aforesaid Agreement for sale, and for a full and final consideration of the sum of **Rs._____-/- (Rupees _____ Only)** paid on or before the execution of these presents by the Allottee to the Owner / Promoter (the payment and receipt whereof the Owner / Promoter hereby admits and acknowledges thereof from the same and every part thereof for ever acquit, release and discharge the Allottee), the Owner / Promoter doth hereby grant, sell, assign, release, convey and transfer unto the Allottee forever the said property, togetherwith all fittings, fixtures, electric supply, electric service, Water supply, drainage and all other essential services and also with paths, passages, water sources, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, member and appurtenances and togetherwith the rights of using the common facilities of the Project and togetherwith all those proportionate and undivided rights in or

upon the common amenities in the Project "**SHILP ONE**" belonging to or in anyway appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed by the Owner / Promoter or reputed or known as part and parcel or members thereof to be appurtenant thereto ALSO togetherwith all the deeds, documents, writings, vouchers and other rights, title relating to said property or any part thereof AND ALL the estate, right, title, interest, use, inheritance, property, benefit, claim and demand whatsoever, both at law and equity of the Owner / Promoter into or upon the said property or any part thereof TO HAVE AND TO HOLD the said property and the said property or any part thereof hereto granted, sold, conveyed, released and assured or intended so to be with its and every of its rights, titles and appurtenances UNTO and to the use and benefit of the Allottee, for ever subject to the payment of rents, taxes, assessments, rates, and duties in relation to the period from the date of the execution hereof and which may hereafter be assessed or chargeable upon the same or which may from the date of these presents become payable in respect thereof for the Project "**SHILP ONE**" or to the State of Gujarat or Ahmedabad Municipal Corporation, or any other local body or bodies.

2. AND the Owner / Promoter doth hereby for themselves and their office bearers, Legal heirs, Administrators, Executors, Successors & Assigns covenant with the Allottee that notwithstanding any act, deed, matter, or thing whatsoever by THE Owner / Promoter or any of them or any person or persons lawfully or equitably claiming by from through under or in trust from them made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Owner / Promoter now have for themselves, good right, full power and absolute authority to grant, sell, convey, release and assure the said property hereby granted, released or assured or intended so to be UNTO and to the use of the Allottee in the manner aforesaid. AND the Allottee shall and may at all times hereafter peacefully and quietly enter upon or occupy, possess and enjoy the said property, privileges

and benefits of the “said property” and receive the rents, issues, profits and benefits thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Owner / Promoter or any person or persons lawfully or equitably claiming or to claim by from under or in trust for it or any of them AND that free and clear and freely and clearly and absolutely acquitted exonerated released and for ever discharged, or otherwise by the Owner / Promoter well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estates, titles, charges, encumbrances, whatsoever either already or hereafter made executed, occasioned or suffered by the Owner / Promoter or by 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 Owner / Promoter and all persons having lawfully or equitably claiming any estate right title or interest at law or in equity whatsoever in the said property hereby granted conveyed transferred and assured or any part thereof by from under or in trust for the Owner / Promoter, their heirs, executors, successors and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Allottee do and execute or cause to be done and executed all such further and other acts, deeds, things, evidences, conveyance and assurances in law whatsoever for the better and more perfectly and absolutely assuring the said property and every part thereof UNTO and to the use of the Allottee in the manner aforesaid as shall or maybe reasonably required by the Allottee, his/her/their/its successors in titles or assignee or his/her/their/its counsel in law for assuring the said property and every part thereof hereby granted conveyed transferred and assured unto and to the use of the Allottee in the manner aforesaid.

THIS DEED FURTHER WITNESSETH AS UNDER:

1. As the Building Use Permission is issued by the Ahmedabad Municipal Corporation, the Owner / Promoter have handed-over the physical possession of the said property to the Allottee.
2. That the Owner / Promoter with the help of Allottee(s) has incorporated "Shilp One Commercial Co-Op. Service Society Limited" (to be registered under The Co-Operative Societies Act, 1961) for the purpose of maintenance and upkeep of the Project.

The Owner / Promoter doth hereby covenant with the Allottee that it shall handover the maintenance and management of the Common Areas and Facilities to the Maintenance Society and shall handover all documents related thereto after all the units within the Project are sold Conveyed in favour of Allottees, for their custody and records. Unless prevented by fire or inevitable accident, the Maintenance Society will upon every reasonable request and at the costs of the Allottees shall produce or cause to be produced from time to time or at all times hereafter to the Allottee or his/ her/ its Advocate or at any trial, commission, examination or otherwise, as occasion shall require, all or any documents mentioned above for the purpose of showing title to the Project Land. The Owner / Promoter, before handing over the maintenance and management to the Maintenance Society, will furnish to the Allottee and every such other party or parties as aforesaid, such true copies or extracts of the said documents or any of them as the Allottee or such other party or parties may require.

The Owner / Promoter hereby agrees to maintain common parts and elements of the project up to Three years from the date of Building Use Permission and the Allottees shall co - operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the purpose.

AND THAT the Promoter does hereby covenant with the Allottee/s that if required as per applicable law, the Allottee/s shall, upon formation of the Association of the Allottee/s or the competent authority or the Society, grant, convey, release and assure the undivided proportionate title in the common areas to the Association of the Allottee/s or the competent authority or society, or as may be directed by the RERA authority as the case may be; **(Addes as per query No. 9)**

- 2.1 The Promoter, either itself or by appointing any facility management agency, will operate and maintain the Maintenance of the Project for a period of Three years from the date of Building Use Permission without imposing/ raising any additional cost, charges or expenses for the same from the Allottee and/ or the Maintenance Society. However, on completion of the initial period of Three years, the period of operation and management of the Project may be extended on mutual terms and conditions agreed between the Maintenance Society and the Promoter or its agency.
- 2.2 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee after expiry of period mentioned in above Para, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Area of the Unit) of all outgoings in respect of the Project, namely, local taxes, betterment charges or such other levies as may be levied by the concerned Authority, including but not limited to water charges, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project.
- 2.3 All maintenance related amounts are compulsorily payable by the Allottee in the future upon demand being raised by the Maintenance Society, regardless of whether the Allottee uses some of the facilities

or not. Any delay or default in payment of the amounts under this clause shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the facilities provided by the Promoter/ Maintenance Society till such time all due amounts are paid together with Interest for the period of delay in payment.

- 2.4 The property tax, all expenses and bills in respect of the Unit shall be borne and paid by the Allottee from the date of Possession.
3. And the Allottee agrees to become a member of the society and observe the rules, framed from time to time by the Owner / Promoter/Maintenance Society for quiet and peaceful enjoyment of the said Units/Project, whereby the Project remain a decent Project.
4. The Owner / Promoter shall maintain project up to Three years from the date of Building Use Permission of the said Project after which the maintenance responsibility will be handed over to the members of the said Project / Maintenance society. Whenever the administration of Maintenance Society is been handed over to the members from that time it will be owned and controlled by the Co-Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest and not number of members. It shall have such constitution as reasonably provided by the Owner / Promoter at the initial stage and such constitution may provide for alteration of its constitution, arbitration of disputes between Co-Owners and regarding common user and certain important decisions to be taken by more than three-fourths of the Co-Owners.
5. No individual / independent Allottee or group of Allottees will form any other Ad-Hoc-Committee, Holding Organization or Maintenance Society / Company, other than the one formed by the Owner / Promoter nor will the Owner / Promoter be obliged to recognize one, if at all formed, despite this restriction, unless the same has the 100% collective mandate of all the Allottees.

6. That the Allottee from the date of execution of this Sale Deed shall pay all the outstanding and out going towards the Government and Semi-Government Taxes, Local Authority Taxes including Municipal Property Taxes, Electricity Bill of Torrent Power Ltd., AMC Drainage Charges, Water Tax, Adani Gas Usage Charges etc. and all other amounts payable in connection of the said property.
7. The Allottee shall at his/her/their/its own costs, charges and expenses mutate the said property in his/her/their/its name as absolute owner and occupier in all the government & semi-government records as well as in the records of Local Authority & Torrent Power Ltd., and the Owner / Promoter indemnifies that whenever for the same if their sign, affidavit, bond, declaration or any other document is required it will fully co-operate from time to time.
8. The Allottee agrees that all the rules, regulations and by-laws of the Maintenance Society formed by the Owner / Promoter for the purpose of maintenance and upkeep of the Project, shall be applicable and binding to him / her / them and he / she / they will perform his / her / their part of obligations and will also become member of said **MAINTENANCE SOCIETY**.
9. The Allottee shall have no right in and shall not use the common areas either for parking of cars or other motor vehicles or two wheelers or otherwise and all the other common areas not required by the Allottee for ingress to and egress from the said property as otherwise expressly conveyed, allocated and agreed or expressed so as to belong to the Allottee.
10. In case of the Allottee or its transferee / assignee desires to let-out the said Property on Lease / Leave & License basis, shall not be entitled to do so without taking the prior written consent of the **MAINTENANCE SOCIETY**. And if the **MAINTENANCE SOCIETY** finds any such kind of usage, shall become entitled to

evacuate such users from the said property without any prior intimation / permission.

11. Only the Allottee shall be responsible for the repayment of loan, if any taken by the Allottee from any financial institution for financing the purchase of the said property. The Owner / Promoter shall not have any liability or responsibility in this regard.
- 11.1 The Allottee shall have the right to the Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Unit;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
 - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
12. That the Allottee will not conduct any illegal activities or malpractice barred by any provision or law of India in the “said property” and if found guilty for the same the Allottee solely will be held responsible for the said offences.

13. To allow the Owner / Promoter or its representative and/or the representatives of maintenance company/society with/without workmen, to enter into the said property for the purpose of maintenance and repairs with prior notice.
14. Allottee shall be proportionately liable and accept the payments made by the Maintenance Society on account of the common expenses and other outgoing expenses with effect from the date of completion of Three Years from the date of Building Use Permission of the Project.
15. In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Maintenance Society / Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Owner / Promoter and / or Maintenance Society as the case may be towards such liability.
16. To be liable and responsible for direct payment of electricity, gas, water etc. and other utilities consumed in or relating to the said property wholly and proportionately in relation to common parts & facility which shall be paid by the Maintenance Society.
17. (a) The Owner / Promoter reserves the right to administrate the Parking Discipline and Parking Facility of the entire Project as the Owner / Promoter may deem fit at its sole discretion. And none of the Unit Holder of the said Project or their transferees / assignees etc. will be entitled to raise any objection against such administration.

(b) That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as regarding any of the covenants agreed under this Agreement. And all the terms and condition as well as all the bindings / undertakings of such documents signed by the Allottee shall be binding upon the transferees / assignees / successors / tenants and future owners and occupiers and users of the said Property.

18. All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to and kept with the Maintenance Society.
19. The Owner / Promoter / Maintenance society from time to time may change, alter, add to or modify the Rules of the Maintenance Society and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Units by their respective Owners or for the mutual benefit of the Co-Owners.
20. The Allottee shall be proportionately liable and accept the payments made by the Maintenance Society or Maintenance Agency on account of the common expenses and other outgoing expenses after completion of three years from the date of Building Use Permission of Project including the rates and taxes for and/or in respect of the said Project and further more to be wholly liable and responsible for payment of the Municipal rates and taxes for the said Unit from the date of completion or date of possession, whichever is earlier, and pay the same to the Maintenance Society or Maintenance agency as the case may be on proportionate basis on demand, till such time the Mutation of individual Units are completed and individual Allottee is assessed separately.
21. **Use of Basement and Service Areas:**
 - (i) The basement(s) and service areas, if any, as located within "SHILP ONE" shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.
 - (ii) Notwithstanding anything contained in this agreement, for the convenience of the allocation of the parking (one of the

part of the common area) to the allottee and for further convenience of the Allottee and Maintenance Society, the right to allocate parking space will always be at the sole discretion of the Promoter. Thus, the Promoter hereby permits the Allottee to use One number of Parking Space within the Project. The allocation of these spaces shall be at the sole discretion of the Promoter and the Allottee hereby agrees to the same. The Allottee is aware that the Promoter has in the like manner allocated / shall be allocating other Parking Spaces to other Allottee(s) /purchasers of the unit(s) in the Project and undertakes not to raise any objection in that regard and any rights of the Allottee to raise any such objection is hereby waived by the Allottee. The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Maintenance Society, cause such Maintenance Society to confirm and ratify and shall not permit the Maintenance Society to alter or change the allocation of Parking Spaces in the manner allocated by the Promoter to the various purchasers (including the Allottee herein) of the unit (s) in the Project.

- (iii) The allocation of Parking space will be done based on the selection of the allottee at the time of execution of sale deed. To clarify, the members who are executing sale deed early shall be given a priority of allocation and selection of Parking space.
- (iv) If the allottee does not opt for allocation of any Parking space, then it shall be deemed that the allottee has waived his/her/it right of allocation in the Parking space permanently. However, the allottee shall be entitled to use the unallocated Parking space.

- (v) The Allottee hereto agrees and acknowledges that at the time of handover the maintenance and management to the Maintenance Society, the Promoter shall earmark certain Parking Spaces for use by such unsold units and the Allottee hereby agrees and shall cause the Maintenance Society to ensure that these Parking Spaces are kept available for use by the purchasers / occupants of the unsold units.

It is made clear by the Owner / Promoter and the Allottee agrees that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

The Owner/Promoter hereby further declare that they shall not have any claim on F.S.I., additional F.S.I. and Top floor Common Terrace rights after Building Use Permission has been obtained, such rights if any will be owned by the Association of Allottees / Maintenance Society / Service Society. **(Added as per query in legal remarks)**

22. That the Independent Permanent Usage Rights of the Open Terraces situated parallel to the Unit No. 401, 402, 411, 412 and 413 on Fourth (4th) Floor and Independent Permanent Usage Rights of the Balcony situated parallel to the Unit No. 603 on Sixth (6th) Floor of 'the Project' have been given to the Purchasers-Owners-Allottees of Unit No. 401, 402, 411, 412, 413 and 603 respectively. This Open Terraces and Balcony mentioned hereinabove shall exclusively be for the Independent permanent usage of Purchasers - Owners - Allottees of Unit No. 401, 402, 411, 412, 413 and 603 respectively only. It is however made clear that none of the Unit Holder or their transferees / assignees shall raise any objection against such

arrangement made by the Owner / Promoter in the form of giving Independent permanent usage right of the Open Terraces and Balcony as referred above to the Purchasers-Owners-Allottees of Unit No. 401, 402, 411, 412, 413 and 603 respectively. Further the Open Terrace situated above the Top Sixth (6th) Floor of 'the Project', shall be for the common usage of the rest of the Unit Holders of the said Project.

23. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Owner / Promoter as follows :-
- (i) To maintain "the Unit" at the Allottee's own cost in good and tenable repair and condition from the date that of possession of "the Unit" is taken and shall not do or suffer to be done anything in or to the building in which "the Unit" 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 Unit" is situated and "the Unit" itself or any part thereof without the consent of the local authorities, if required.
 - (ii) Not to store in "the Unit" 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 Unit" 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 Unit" is situated, including entrances of the building in which "the Unit" is situated and in case any damage is caused to the building in which "the Unit" is situated or "the Unit" on account of

negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the said Unit and maintain “the Unit” in the same condition, state and order in which it was delivered by the Owner / Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which “the Unit” is situated or “the Unit” 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished “the Unit” or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to “the Unit” or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which “the Unit” is situated and shall keep the portion, sewers, drains and pipes in “the Unit” and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which “the Unit” is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in “the Unit” without the prior written permission of the Owner / Promoter and/or the Society or the Limited Company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which “the Unit” is situated or any part thereof

or whereby any increased premium shall become payable in respect of the insurance.

- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which “the Unit” is situated.
- (vii) 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 Unit” by the Allottee for any purposes other than for purpose for which it is sold.
- (viii) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of “the Unit” until all the dues payable by the Allottee to the Owner / Promoter under this Agreement are fully paid up.
- (ix) The Allottee 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 Commercial Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of “the Unit” 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.

- (x) The Allottee shall permit the Owner / Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xi) Not to close or permit the closing of lounges or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls or any external walls, or both the faces of outside doors and windows, including grill of the said unit which in the opinion of the Owner / Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Allottee shall require to put grills on the exterior part of his/her/its unit, the design of the same shall be approved by Owner / Promoter in advance but in no event the Allottee shall install any box type grills.
- (xii) Not to subdivide the said unit or any portion thereof.
- (xiii) Not to do any act deed or thing to obstruct the construction and completion of the said Unit or Building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said unit.
- (xiv) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Building including common areas etc. except in the garbage bin provided for.

- (xv) Not to discharge into any conduiting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conduiting medial or drainage of the said Project.
- (xvi) Not to cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- (xvii) To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said unit wholly and proportionately in relation to common parts which shall be paid by the Maintenance Society.
- (xviii) Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Unit except with the prior approval in writing of the Owner / Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.
- (xix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- (xx) Not to install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Owner / Promoter.

- (xxi) Not to use the said property or permit the same to be used for any purpose other than commercial viz. for residential use and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring units/Said Land or for any illegal or immoral purposes or as boarding house, guest house, nursing home, hospital, maternity home, operation theatre, any kind of medical activity / therapy having radiations, amusement or entertainment center, eating or catering place or Pan Parlour or Automobile Garage (Repairing / Maintaining Center or Vehicle Washing Center or any kind of Workshop) or a meeting place whatsoever. Not to use the said property or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys or for any other purpose without the prior written consent of the Developer. Not to keep in the parking space, if allocated, anything other than private motor car or motorcycle and shall not raise or put up any kuccha or pucca construction thereon or part thereof and shall keep it always open as before. Dwelling or staying by any person or blocking by putting any article shall not be allowed in the parking space or in any other common areas of the Building.
- (xxii) Not to keep in the parking space, if allocated, anything other than private motor car or motorcycle and shall not raise or put up any kutchha or pucca construction thereon or part thereof and shall keep it always open as before and not to use the parking space for dwelling or staying by any person or blocking by putting any article shall not be allowed in the parking space.

- (xxiii) Not to park car scooter or any vehicle on the pathway or open spaces of the Building or at any other place except the space allocated for car / scooter or any other motor vehicle parking.
- (xxiv) Not to keep or store in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable, radio active or explosive or which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise save as may be normal and compatible with good class Building.
- (xxv) To abide by such rules and regulation as may be made applicable by the Owner / Promoter before the formation of the Maintenance Society / Service Society and/or adhere to the Maintenance Society / Service Society after it is incorporated to comply with and/or adhere to the buildings and regulations of such Maintenance Society / Service Society.
- (xxvi) Not to change or cause to change the name of the Project "**SHILP ONE**" under any circumstances.
- (xxvii) not to grant lease / leave & license / concession / right of any other nature or type for installing of Bill Board / Microwave Antenna, Communication Tower over the roof of lift machine room / overhead water tank, stair cabin and if any such activity is found by the Owner / Promoter / Maintenance Society then the Owner / Promoter / Maintenance Society shall be entitled to remove every article from the terrace without giving any opportunity and in such case neither the member nor the transferee / assignee / allottee shall be entitled to claim any damages /

compensation for any damages may occurred during removal of all the articles from the terrace.

(xxviii)The allottee understands and give consent to make any payment relating to stamp duty or registration charges or any other charges to convey common area to association of the society/allottee to comply with provisions of RERA act 2016.

24. The Allottee shall not be entitled to transfer or assign the said property without prior written consent of the Owner / Promoter and / or Maintenance Society. Such transfer / assignment can be made subject to the payment of the Assignment Fees to the Owner / Promoter / Maintenance society for such transfer / assignment being made to Third Party at the sole discretion of the Owners.
25. The Owner / Promoter shall be entitled to all future vertical and horizontal exploitation of the Project and/or the said premises by way of additional construction or otherwise and for the purpose has and may acquire neighboring or adjoining properties and extend the common services and facilities provided herein, including ingress and egress through this Building to such acquired neighboring or adjoining /adjacent properties including ingress and egress through such adjoining /adjacent properties/premises.
26. **Responsibility of the Lifts :**
 - (i) That the Owner / Promoter shall provide appropriate lifts of reputed manufacturers in the building / block of the Project as per the approved plan.
 - (ii) And the Owner / Promoter on behalf of the Maintenance Society, shall maintain the said lifts for Thirty Six (36) Months from the date of B. U. Permission after which the maintenance of the said lifts shall be handed over to the

Maintenance Society which is going to be managed by the members of the Project. The Owner / Promoter shall obtain appropriate licenses for usage of such lifts from the concerned authorities and keep the licenses renewed and maintained till completion of the aforesaid time period. Upon expiry of such period, the members shall be liable to renew and maintain the said licenses. And after such hand-over of the Maintenance, the Owner / Promoter shall not be responsible for the Maintenance / up-keeping of the said lifts or licenses.

- (iii) And as the Owner / Promoter shall provide lifts manufactured by the reputed company/ies, for occurrence of any of the accidents while using the said lifts, the Owner / Promoter shall not be held responsible for the same (neither during the initial period as referred above nor after handing over of the maintenance to the maintenance society / members). And only the members shall be responsible / liable to bear the consequences.

28. **Structural Safety :**

Members of "SHILP ONE" shall arrange periodic inspection by the concerned authority at intervals of every Fifteen Years from the date of Submission of the First Report (B.U.). The concerned authority shall inspect the building to ascertain and certify to the Competent Authority, that the Building's structural stability has not been compromised due to lack of adequate maintenance along with a Structural Inspection Report.

- 29. The Owner / Promoter hereby indemnifies to the Allottee that the right-titles of the said property are Clear, Marketable, Saleable and free from all encumbrances. There is no charge, interest or encumbrances, in upon, to or on the said property of any nature whatsoever or any person whomsoever including by way of sale,

mortgage, gift, exchange, leave and license basis, care-taker basis, easement rights, trust, benami, partnership, or otherwise.

30. SEVERABILITY

If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed. **(Added as per query no. 10)**

31. The Owner / Promoter has delivered the photo-copies / C.D. of all requisite deeds and papers regarding the title of the said property to the Allottee. And the Allottee has satisfied himself / herself / themselves / itself to the best of his / her / their / its satisfaction.

32. The said property does not fall under the disturbed area and hence, provisions of The Gujarat Prohibition of Transfer of Immoveable Property & Provision for Tenants from Eviction from Premises in Disturbed Areas Act, 1991, do not apply to the same.

33. It is declared that_____, (Designated Partner of the Owner / Promoter) has been empowered by the said Limited Liability Partnership Firm to sign and execute all transfer deeds (which includes agreement to sale, sale deeds, deeds of conveyance etc.), thereby he has signed the said Deed of Conveyance on behalf of the Owner / Promoter Limited Liability Partnership Firm.

34. It is declared that the Owner / Promoter have appointed _____ as their Power of Attorney Holder by executing Power of Attorney

registered in the office of Sub Registrar of Ahmedabad-9 (Bopal) vide Sr. No. _____ dtd. _____ and _____ has been empowered and authorized only to present, acknowledge and admit before Sub-Registrar on behalf of the Owner / Promoter all the agreements / deeds (including transfer deeds like sale deed/s, deed/s of conveyance, agreement/s for sale) for various units in the said Project, which has been signed and executed by the authorised partner of the Owner / Promoter Limited Liability Partnership Firm.

35. All stamp duty, registration charges, Government Levies, Taxes & Duties, Advocate Fees and other incidental expenses and/or in relation to conveyance of the said Unit and for obtaining approval and consent necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto has been and shall be borne and paid by the Allottee.

36. **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 _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

Courts / Authorities at Ahmedabad alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of Deed. **(Added as per query No. 8)**

SCHEDULE 'A'

Commercial ____**No.** ____, having **RERA Carpet Area** admeasuring ____ **sq. meters** and (**Built Up Area** of ____ **sq. meters** as per the approved plans), *together with Open Terrace carpet area of ____ sq. meters/ Balcony carpet are of ____ Sq.mtrs.* **on** ____ **Floor** in the scheme known as '**SHILP ONE**' together with undivided proportionate share of ____**sq.meters** in the land and undivided share of common area and facilities other than land in proportion of Carpet area of a unit against total carpet area of the Project, constructed on the Commercial use Non Agricultural land bearing Final Plot No. 121 admeasuring about: 2064 sq. mtrs. (allotted in lieu of Revenue Survey No. 570 admeasuring about: 3440 Sq. Mtrs.) of Town Planning Scheme No. 53/A, or thereabouts situated, lying and being at Moje Village sim of Shilaj, Taluka Ghatlodiya, District of Ahmedabad and Sub District of Ahmedabad-9 (Bopal)and bounded :

On the East :- _____

On the West :- _____

On the North :- _____

On the South :- _____

Address of the Property :

Sign of Owner / Promoter :

Sign of Allottee :

Address of the Property :

Sign of Owner / Promoter :

Sign of Allottee :

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year above written.

SIGNED SEALED AND DELIVERED	]
BY THE OWNER / PROMOTER:	]
M/s. Manthan Structures LLP	]
represented through its designated Partner:-	]
_____	] _____

In the Presence of :-

- 1. _____
- 2. _____

: 34 :

ANNEXURE-A

Floor Plan of “the Unit”

: 35 :

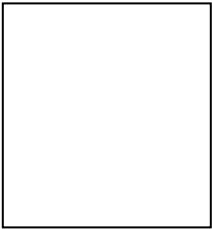
ANNEXURE-B

Layout plan of project

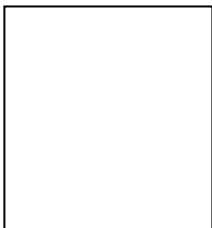
Schedule under sec. 32 (A) of The Registration Act :-

OWNER / PROMOTER

M/s. Manthan Structures LLP
represented through its designated
Partner:-

_____ 

ALLOTTEE

_____ 

_____ 