

ગુજરાહૈ गुजरात GUJARAT

AG 900048

નંભર : ૧૯૬૦ રા. તારીખ : ૧૦ માહે ૬ ૨૦૧૯ નામ :

ઠેકાણું 🕆

કે. જી. ફોતરીયા

લા, નં. એસ.બી. ૪૨૮, ૪૨૯/૧૯૯૯ એ જ સ્નેહા ફલેટ, મેમનગર, અમદાવાદ ના સણંદી क्षेत्रारनी संधी की धीरिक





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Ahmedabad(Hereinafter in this Agreement referred to as the "First Party" or "Promoter", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said "FIRST PARTY", and its Designated Partners, executors, administrators, successors, legal आप.हा.

representatives and assigns) of the First Part.

AND

The Arcus Co Op. Housing Service Society Ltd.

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Chairman / Secretary



2. THE ARCUS CO- OPERATIVE HOUSING SERVICE SOCIETY LIMITED (PANNO.AAGAT7242N) a society registered under the provisions of the Gujarat Co-operative Societies Act, at serial no. 610053, having its registered address at SHELA,TALUKA-SANAND, DISTRICT AHMEDABAD, Skycity Township, Shella, Ahmedabad,represented through its Authorized Signatory Mr. MONESH AMRUTLAL PATEL Aged about adult, Occupation: Service(Hereinafter in this AGREEMENT referred to as the "Society" or "Management Body" or "Second Party", which expression shall unless it be repugnant to the context or meaning thereof be deem to mean and include the said "Society" and all the members/Owners of the ARCUS Project who have purchased units in the project and its successors and assigns) of the Second Part.

The First Party & Second Party shall individually be referred to as Party collectively as Parties.

EREAS:

The FIRST PARTY herein is the owner and is seized and possessed of and otherwise well and sufficiently entitled to parcels of lands being Non Agricultural Lands, situate at Shela (sim), Taluka Sanand, in the Registration District Ahmedabad and Sub District Sanand, bearing:

- a) Amalgamated Block No. 215, admeasuring about 390927 Sq.mts.,
- b) Block No. 251, admeasuring about 9611 Sq.mts.,
- c) Block No. 305, admeasuring about 11129 Sq.mts., and
- d) Block No. 306, admeasuring about 10016 Sq.mts., in all admeasuring about 421683 Sq.mts., included in Draft Town Planning Scheme No. 1 (Shela) and given Final Plot No. 21, admeasuring about 418887 Sq.mts.(As per TPO opinion dated: 28-12-2017 the Final plot area in 416627 sqmtrs), or thereabouts (Hereinafter referred to as the "Township Land") and "Land").

(b) The Non Agricultural Use Permission for RESIDENTIAL COMMERCIAL purpose for the said Township Land has been granted by the District Development Officer, District Panchayat, Ahmedabad as per its Order, dated 1st October / November, 2004, bearing No. MSL/BKhP/SR/380/Vashi 1376 to 1381.

The Arcus Co Op. Housing Service Society Ltd.

Chairman / Secretary ge 3 of 9

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The Ahmedabad Urban Development Authority (AUDA)had approved plans (c) for a Township namely "SKYCITY" (hereinafter referred to as the said Township) on the said Township Land and had granted development permission bearing No bearing No. PRM/232/10/2014/82, dated 7th March, 2015 and approved plans for different distinct and separate projects on specific and different parcels of Township Land, like residential bungalows, row villas, twin villas, apartments, retail spaces, community center, etc. (Hereinafter collectively referred to as the "approved plans"). As per the approved plans, a Residential Project named "ARCUS" (hereinafter referred to as said "Project" / "Scheme") in "SKYCITY Township", is being developed by the First Party on land admeasuring 5120 so meters (hereinafter referred to as said 'Project Land'), which is a part Township land.

The First Party has registered the said Project under the provision (d) Estate (Regulation and Development) Act, 2016 (hereinafter referred to a state) said "Act") with the designated Real Estate Regulatory Authority (hereinafter referred to as the said "Authority") and the said Authority had issued a Certificate dated 04.09.2017 bearing Registration no. PR/GJ/AHMEDABAD/SANAND/AUDA/RAA00065/040917. A copy of the said registration certificate is attached as Annexure-1.

As per the said approved plans, the Development work of the said Project on the said Project Land has been completed and the Building Use (BU) permission number CMP/5434/1/2018/28 dated 08.02.2018 has been granted by the concerned authority. A copy of the Building Use permission is attached as Annexure-2.

(f) The said Service Society has been formed for the specific purpose of managing and maintaining the common areas and amenities Project and all the unit purchasers of the said Project automatically members of the said Service Society.

As a part of the Project development, the First Party has developed and (g) installed various common amenities and facilities in the said project for common use of the purchasers in the said project and all such common facilities and amenities are more particularly described in the SCHEDULE I me mi hereunder written.

The Arcus Co Op. Housing Service Society Ltd.

Page 4 of 9

Chairman / Secretary

As per Section 17 of the said Act and as per various orders/directions issued (h) by Gujarat Real Estate Regulatory Authority, the said common amenities and facilities are required to be transferred and handed over to the Service Society by way of an Agreement and hence the parties have decided to same in writing being this presents.

NOW THIS AGREEMENT WITNESSETH THAT:

I)

The FIRST PARTY doth hereby convey, grant, transfer and assure the Society ALL THAT said Property in common area and common facilities (more particularly described in the Schedule I hereunder written)TOGETHER WITH the administration and maintenance of said common amenities and facilities AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the First Party in to, out of or upon the said Property or any part thereof TO HAVE AND TO HOLD the said Property hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances UNTO AND TO THE USE AND BENEFIT of the MEMBERS of Society forever as full owners as members of the Society and subject to the rules, regulations and resolutions of the Society.

Expires Dt.

The Society hereby confirms that no consideration has been passed by the Society to the First Party for the transfer of common areas and amenities as per this Agreement.

The Society acknowledges that the First Party has provided all common III) areas and facilities as mentioned by the First Party at the time of registration of the Project under RERA and shall not raise and એ. એચ. એમ./ future in this regards.

The Society has checked and verified the specifications, quality IV) of said common areas and amenities and has no objections towards the same in any manner and shall not raise any dispute in future.

The Parties acknowledge that with the execution of this Agreement the V) ownership of all the items as per the Schedule-1 of common amenities "w mi j. shall vest with the Society Ltd.

rman / Secretary Page 5 of 9

VI) The Society has checked the functioning of all equipments and settings as per Schedule-I and found them to be in perfect working about the Society hereby confirms that the responsibility for the mantenage, repair and proper up - keep or replacement of the said items as per Schedule-I shall be that of the Society and the members / purchasers of the Project and any loss, damage, injury, accident, death caused due to functioning/ non-functioning or mal-functioning of any system/facility shall be the sole responsibility of the Society and its members and no demand/action/claims whatsoever in respect of the same shall be made against the First Party. The Society hereby covenants that it shall not hold the First Party responsible and absolves the First Party from any liability in future that may arise due to any accident or malfunction of the equipments or systems installed inside the said Project.

VII) The Society shall be responsible to carry out all the day to day, routine repairs, breakdown repairs and maintenance of all common areas and installations within the said Project. This shall include (but not limited to) housekeeping expenses, cleaning, colouring, security expenses, landscape maintenance, equipment or machine maintenance, replacement costs of lightning & fixtures etc. Society shall also be responsible towards breakdown and routine maintenance or repairs of all its installations like boom barriers, bore wells, filtration plant, Gym equipments, home theatre equipments, water supply and drainage lines, pumps and motors, and all other items related to general civil maintenance and as mentioned in Schedule -1.

VIII) The Society and its members shall abide by all the terms and conditions of all approvals and permissions pertaining to the Project including but not limited to approved plans, Environment clearance certificate, NA use permission, BU permission etc. for all times to come. The Society acknowledges and confirms that it shall now onwards be responsible for all statutory compliances as may be required and shall also be responsible for renewal of any permission in respect of any item under Schedule-1 that may be required under the relevant law or otherwise or availing the Annual Maintenance Contracts for the various equipments

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Arcus Co Op. Housing Service Society Ltd.

Chairman / Secretary

- IX) The First Party has handed over a copy of all the title documents of Project Land and other relevant permissions and approved plans pertaining to the Project to the Society and the Society acknowledges the same.
- It shall be the responsibility of the Society and its members to ensure that the common building and its structures are kept in good repair, such that its structure stability is not compromised in any manner. It will be the responsibility of the Society and the members of the project to obtain Periodic Inspection and Maintenance Certificate from a Structural Engineer. The Society hereby confirms to abide with the Statutory AHMEDABA GUJARAT STATES
- Ahmedabad Municipal Corporation, GDCR, Torrent Power Limited/UGVCL and any other authorities, local bodies, and the Society 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 Agreement.
- XII) The Society shall be responsible to take all applicable permissions from the designated authority, the building structure consultant and the engineer on record before carrying out any kind of civil work in the Project. The Society shall not permit any member to carry out any civil works without the written permission of the structure consultant and the engineer on record of the Project.
- XIII) This Agreement shall remain valid, enforceable and subsisting for all times to come and shall be binding to the Society and all its present and future members and office bearers.
- XIV) The expenses for Stamp Duty, Additional Stamp Duty, (if any)
 Registration fees, miscellaneous expenses, Lawyer's fees etc in respect of

સાહા કાર્યો કે Agreement shall be borne b સાહા તા. વહારા તા. ૧૯-૦૨-૧૯ તા. ૧૯-૦૨-૧૯ તા. ૧૯-૦૨-૧૯

- XV) THAT the FIRST PARTY M/s. SAFAL GOYAL REALTY LLP has authorized and appointed Mr. CHIRAG SHAH, as the Authorized Signatory of the said FIRST PARTY, to sign and execute this Agreement on behalf of the said FIRST PARTY.
- XVI) THAT the SECOND PARTY i.e. THE ARCUS CO- OPERATIVE HOUSING SERVICE SOCIETY LIMITED has, vide its resolution dated 11.03.2018, authorized and appointed its Chairman / Secretary Mr. MONESH AMRUTLAL PATEL, as the Authorized Signatory of the said SECOND PARTY, to sign and execute this Agreement on behalf of the said SECOND PARTY.

The schedule above referred to is mentioned hereunder:-

SCHEDULE-I

(Description of common areas and amenities / facilities in ARCUS Project transferred to Society)

- Club House building having amenities like Swimming pool, Indoor Games Gymnasium, Mini Theatre, Activity room, Yoga Terrace, with all its installations and equipment.
- Open Play Areas
- SQUASH COURT with all its installations and equipments.
- Common roads, kerbing and pavements
- Common Landscape gardens with all its features.
- Common electric meters, cables and wirings
- Water system, drainage lines, Pumps and motors
- Underground Water tanks
- Equipments / appliances installed in common areas
- Light fixtures and street lights in common areas
- Furniture items installed in common areas
- Security cabins and other utility rooms
- Sewage Treatment Plant (STP)
- Common DG SET.
- All and any other item of common in nature and for the common use of all the members of the project.

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Chairman / Secretary

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IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed the irrespective hands hereunder on this 215th day of 34nc 2019 at Ahmedabad.

FIRST PARTY

M/S SAFAL GOYAL REALTY LLP.aLimited Liability Partnership firm, through its Authorized Signatory, Mr. CHIRAG SHAH, who has signed hereunder

For, SAFAL GOYAL REALTY LLP

Designated Partner LAuthor sed Signatory

(FIRST PARTY)



SECOND PARTY

THE ARCUS CO- OPERATIVE HOUSING SERVICE SOCIETY LIMITED a

society registered under the provisions of the Gujarat Co-operative Societies Act through its Authorized Signatory, Mr. MONESH AMRUTLAL PATEL, who has

signed hereunder



(SECOND PARTY)

WITNESSES:-

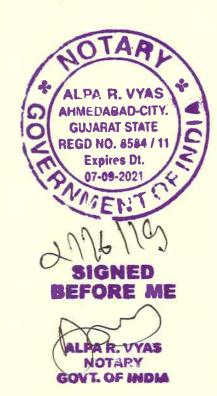
[1]_____

[2]_____

Annexure:

- 1. COPY OF RERA REGISTRATION CERTIFICATE
- 2. COPY OF BU PERMISSION





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MIRIE, PY.



भारत सरकार GOVERNMENT OF INDIA



શાહ ચિરાગ Shah Chirag

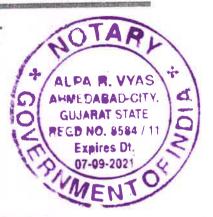
DOB: 03-11-1979

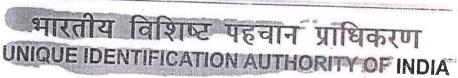
Gender:Male



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आधार - आम आदमी का अधिकार





ની ુત્ર: બિપીનચંદ્ર, 5, લોકજીવન સોસાયટી, મનિયાષા સોસાઇટી ની પાસે, મ્યુનિસિપલ સ્કૂલ સામે, મણિનગર(ઈ), અમદાવાદ શફેર, મણીનગર, અમદાવાદ સિટી, અમદાવાદ, ગુજરાત, 380008

Address:

S/c: Bipinchandra, 5, Lokjivan Society, Near Maniasha Society, Opp Municipal School, Maninagar (e), Ahmedabad City, Maninagar, Ahmadabad City, Ahmedabad, Gujarat, 380008



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help@uidai.gov.in

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www.uidai.gov.in

P.O. Box No.1947, Bengaluru-560 002

જોપા.હા. સહિ રેજી. નં. નઘણ / એ. એચ. એમ./ સા/હા/૬૧૦૦૫૩ તા.૧૯-૦૨-૧૮ ફે

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21/12/2016

Ref. 1637 18M / 226107 / 228027 / PL

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AHME DABAD-CITY.
GUJARAT STATE
REGD NO. 8584 / 11
Expires Dt.
07-09-2021

आप. हा. साद् રજી.નં.નઘણ એ. એચ. એમ.



Gujarat Real Estate Regulatory Authority (RERA)

Government of Gujarat

Website: gujrera.gujarat.gov.in, Email: inforera@gujarat.gov.in

FORM - C REGISTRATION CERTIFICATE OF PROJECT

[See Rule 6(1)]

1. This registration is granted under section 5 to the following project under project registration number:-

PR/GJ/AHMEDABAD/SANAND/AUDA/RAA00065/040917

Project Name & Address :-

ARCUS VILLA

O7 Club Road, Off S. P. Ring Road,, Shela, Sanand, Ahmedabad, Gujarat

Remarks:

BULAR TP/Revenue Village:1(SHELA), FP/Survey No:21, Sub Plot:-, Block:TYPE C

Promoter Name & Address :-

SAFAL GOYAL REALTY LLP Limited Liability Partnership

10th Floor, Commerce House - IV,, Beside Shell Petrol Pump, Prahladnagar,, Ahmedabad, Gujarat

This registration is granted subject to the following conditions, namely:-

The promoter shall enter into an agreement for sale with the allottees as prescribed by the appropriate Government.

The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case

may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17.

The promoter shall deposit seventy per cent. of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of subsection (2) of section 4.

(iv) The registration shall be valid for a period of 4 Years, 0 Months, 25 Days commencing from Dt.2015-03-07 and ending with Dt.2019-03-31 unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act: rules made

(v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder.

(vi) The promoter shall not contravene the provisions of any other tank for the time being in force as applicable to the project.

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations Expires Di. अगिय. हा. सह made thereunder.

Date: 2017-09-04 Place: Gandhinagar



Signature valid

જા. સાણંદ, Signature and Seal of the Secretary
Gujarat Real Estate Regulatory Authority

રૂજા.નો.નધણ એ. એચ. એમ./

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INCOME TAX DEPARTMENT आयकर विमाग

SAFAL GOYAL REALTY LLP



मारत सरकार GOVT. OF INDIA

20/05/2013

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GUJARAT STATE

REGD NO. 8584 / 11

Expires Dt. 07-09-2021

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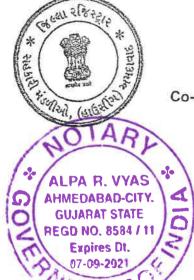
-: Certificate of Registration:-

No.- 610053

This is here by certified, that THE ARCUS CO OP HOUSING SERVICE SOC LTD, Shela, Taluka - Sanand, District - Ahmedabad, is registered today as per section 9 of 10th Act of Gujarat of 1962 (Gujarat co-operative societies Act. 1961).

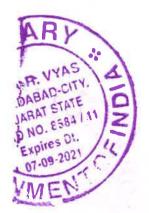
Place:- Ahmedabad

Date :- 17/02/2018



District Registrar (Housing)
Co-operative societies (HOUSING),
Government of Gujarat
Ahmedabad





THE ARCUS CO. OP. HOUSING SERVICE SOCIETY LTD.

Reg. No. NDHN/A.H.M/SA/HA/610053/2018, Dtd. 17/02/2018

"ARCUS", SKY CITY TOWNSHIP, S. P. RING ROAD, SHELA, Tal. Sanand, Dist. AHMEDABAD-38005 🕿

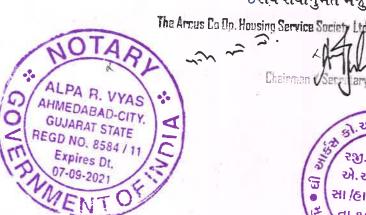
સોસાયટીની તા. ૧૧.૦૩.૨૦૧૮ ના રોજ મળેલ મીટીંગમાં પસાર થયેલ ઠરાવ નં. ૨/એ ની ખરી નકલ.

આપણી સોસાયટીની માલીકીની મોજે શેલાની ટી.પી.એસ. નં. ૧ ની ફાઇનલ પ્લોટ નં. ૨૧, સર્વે નં. ૨૧૫, ૨૫૧, ૩૦૫ તથા ૩૦૬ કુલ્લે ની ૪,૧૮,૮૮૭ ચો.મીટર માંથી ફાળવેલ જમીન ૫૧૨૦૦ ચો.મીટર બીનખેતીની જમીનમાં "આર્કસ" નામની સ્કીમ જે સફલ ગોયલ રીયલ્ટી એલ.એલ.પી. દ્વારા બનાવવામાં આવેલ છે. સદર "આર્કસ" ની સ્કીમની કોમન એમેનીટીઝ જેવી કે બોરવેલ, સી.સી. ટી.વી. કેમેરા, કોમન લાઇટ ફીટીંગ, ઓટોમેટીંક બુમ બેરીયર સીસ્ટમ, સોસાયટીનો કોમન એરીયા વિગેરે સોસાયટીની તમામ કોમન એમેનીટીઝ આપણી સોસાયટી દ્વારા જોઇ તપાસી લીધેલ છે જે તમામ ચાલુ હાલતમાં છે તથા સદર કોમન એમેનીટીઝને સોસાયટીના માલીકી તથા કબજા હેઠળ લાવવા; જરૂરી કરારો, એગ્રીમેન્ટ વિગેરેમાં સહીઓ કરવા સારૂ આપણી સોસાયટીના ચેરમેન શ્રી મોનેશ અમૃતલાલ પટેલ તથા સેક્રેટરી અનુપ રમેશચંદ્ર જાલનને આથી સત્તા આપવાનુ આથી સર્વાનુમતે ઠરાવવામાં આવે છે.

ઠરાવ સર્વાનુમતે મંજૂર

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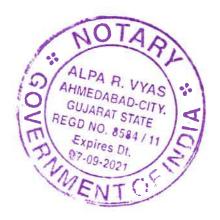
Date: 08/02/2018

TO WHOM IT MAY CONCERN AUTHORITY LETTER

This is hereby resolved that, **Mr. Chirag B. Shah**, be and is hereby authorized as our "**Authorized Signatory**" to sign and execute the necessary "AGREEMENT FOR TRANSFER OF COMMON AMENITIES AND FACILITIES IN PROJECT "ARCUS" with the Society formed and registered for the common areas management and maintenance of the said project.

For SAFAL GOYAL REALTY LLP

DESIGNATED PARTNER



Safal Goyal Realty LLP

10th Floor, Commerce House - 4, Beside Shell Petrol Pump, 100ft Road, Prahladnagar, Satellite, Ahmedabad-380015

1-CITY:: TATE 584 / 11

ARCUS - Sky City



અમદાવાદ શફેરી વિકાસ સત્તામંડળ

સરદાર વલ્લભભાઇ પટેલ સંકુલ, ઉસ્માનપુરા, આશ્રમરોડ, અમદાવાદ-૧૪ ફોન : (ઓફિસ) ર૭૫૪૫૦૫૧ - ૫૪. ફેકસ : (૦૭૯)-૨૭૫૪૫૦૬૧ ઈ મેઇલ : auda_urban@yahoo.co.in વેબસાઈટ : www.auda.org.in



डीर्भ- १3 (જુઓ નિયમ -૭) વપરાશ અંગ્રેને પ્રમાણપત્ર

આશી હ પ્રમાણિત કરું છું કે, Athorised Signatory Mukesh G Agarwal for Safal Goyal Realty LLP/10th floor Commerce house -4 near Prahld nagar Ahmedabad 380015 સીટી સવે .નં./રે. સવે .નં /બ્લોક નં 251,215,305,306 ગામ SHELA તાલુકો SANAND જીલ્લો AHMEDABAD નગર રચનાચોજના નંબર T.P.1(SHELA) ના અંતિમખંડ નંબર 21 સબપ્લોટ નં કે જેનુ ક્ષેત્રફળ 416627 ચો.મી. છે. તે બિલ્ડીંગ/ કલેટ / બ્લોક નં / ટેનામેન્ટ નંબર TYPE-C,D &Community hall-4&7 કે જે અમદાવાદ શહેરી વિકાસ સત્તામંડળ વિસ્તારમાં આવે છે. જેમાં તા. 20-01-2018 ની આપની અરજીનાં સંબંધે અત્રેથી તા. 22/01/2018 ના રોજ કરાયેલ સ્થળ નિરિક્ષણ મુજબ નીચે દશોવેલ મુજબની હ્યાત સ્થળ સ્થિતિની વિગત માલમ પડેલ છે.

ઉપરોક્ત બાંધકામ લાયસન્સી આકીટેકટ/એન્જીનીયર શ્રી Gautam Gunvantbhai(ENGG/1041) ની દેખરેખ હેઠળ, કરવામાં આવેલ છે. સદર વિકાસ, જનરલ ડેવલપમેન્ટ કંટ્રોલ રેગ્યુલેશન તથા અત્રેથી આપવામાં આવેલ વિકાસ પરવાનગી પત્ર કમાંક PRM/232/10/201482 Dt:7/3/2015 માં રાખેલ શરતો પ્રમાણે ફોઈ, અત્રેથી આપેલી વિકાસ પરવાનગીમાં સચિત કરેલ (Low Rise Buildings)Tenament ના GR.+2 કલોર મળી કુલ 134, RESIDENTIAL + COMM. HALL

એકમ પુરતી જ નીચે દશાઁવેલ હેતુ માટે આ સાથેની શરતોને આધિન સ્થળે થયેલ બાંધકામને વપરાશનું પ્રમાણપત્ર આપવામાં આવે છે.

અ.ન	ફલોર	વિકાસનું ઉપયોગી (યો.મી.)	વિકાસનો ઉપયોગ	એકમની સંખ્યા	રીમાર્ક
1	સેલર/ભોંચરુ (૧)	5609.60	STORE	1. Yi. 🚅 👝	DWALING-2 PART B.U
2	હોલોપ્લીન્થ -			1211 A 131	TYPE-C:128 RESI.TENA
3	ગ્રાઉન્ડ ફલોર	14179.27	RESIDENTIAL+COMM.HALL	132+02	TYPE-D:04.RESI.TENA
4	કસ્ટે ફલોર	13349.31	RESIDENTIAL		COMMUNITY HALL:04&07(02-UNIT)
5	સેકન્ઠ ફલોર	8337.96			TENA:NO AS PER LAY OUT and BUILDING PLAN
6	સ્ટેર કેબીન		· 11 · 12 · 14 · 15 · 18 · 18 · 18 · 18 · 18 · 18 · 18	电子 面	TOTAL USE F.S.I AREA:33264.22 SQ.MT
7	મશીન રૂમ				
8	O.H.W.TANK	1021.76			
	કુલ:	42497.90	RESIDENTIAL+COMM.HALL	134	

ખાસ શરતઃ- (૧)સત્તામંડળ/સરકાર/પ્રીસ્કાંઇડ ઑફીસર કમીટી ધ્વારા વખતોવખત જે ફુકમ /આદેશ / સુચન / કરવામાં આવે તે ડેવલોપર્સ ને બંધન કતી રફેશે. (૨)ટાઉનશીપ અંગે આપેલ બાહેધરી પત્રની તમામ શરતીનું પાલન કરવાનું રહેશે. (3)ટાઉનશીપ અંગે આપેલ ENVIRONMENT CLEARANCE મુજબ ની તમામ શરતીનું પાલન કરવાનું રહેશે. (૪)વિકાસ ચોજના ની દરખાસ્તો બંધનકર્તા રફશે (૫)સ્થળે અન્ય બાંધકામ યાલુ હોય તેના કારણે બી.યુ. મકાન ધારકોને જાનહાની ની વ્યવસ્થા તથા તકેદારી રાખવાની શરતે વપરાશ

ારામાં આવેલ છે

CITY ATE

84

ALPA R. VYAS AHMEDABAD-CITY GUJARAT STATE REGD NO. 8584 / Expires Dt. 07-09-202

स्थाप. हा. सा એ. એચ. એમ. सा /हा / ५ १ ०० ५ ३ 11.96-02-9 7. aneie,

રવાના કર્યુ, મારફત

નોંધ પર સુ.કા.અ.શ્રીની સહી છે.

આઈ.એક.પી ન:

8 FEB 2018

\$1415: PRM/232/10/201482 Dt:7/3/2015

વપરાશ: CMP/5434/1/2018/28

તારીખ: 05-02-2018

भट्ट-ीम्/नगृह विशोधक અયદાવાદ શહેરી વિકાસ સંજ્ઞા નદળ

सीनीयर नर्शर नियोषड અમદાવાદ શહેરી વિકાસ સત્તામંડળ,

અમ**દાવાદ**

શરતો:-જનરલ ડેવલપમેન્ટ કન્ટ્રોલ રેઝ્યુલેશનના વિનિયમ નં.૨૬ જનરલ ડેવલપમેન્ટ રેઝ્યુલેશનના વિનિયમ નં.૨૯ ની જોગવાઈ અનુસાર ઈમારતની સાયવણી, જાળવણી અને મરામત વખતોવખત કરવાની ખાસ શરતે વપરાશનું પ્રમાણપત્ર આપવામાં આવે છે. પ્રવતેમાન અથવા જે તે સમયના કાયદા અન્વયે ભરવાના થતા સત્તામંડળ અને સ્થાનિક સંસ્થાના કરવેરા ભરવાના રહેશે. ભવિષ્યમાં સદરફું વિસ્તારની નગર રયના ચોજના ફેઠળ જમા કરાવવાનો થતો નગર રચના ચોજનાની દરખાસ્ત મુજબનો નેટ ડીમાન્ડ, ડેનેજ યાજે તથા અન્ય ફી, ડિપોઝીટ વિગેરે જમા કરાવવાની રહેશે. જાહેર હેતુના મકાનમાં અગ્નીશામક સુવિધાઓ, યીફ બ્રયર ઓફિસરશ્રી ,અમદાવાદ/ગાધીનગરના નિયમો પ્રમાણે કરેલ છે. તે અંગે ચીફ ધ્રયર ઓફિસરશ્રી, અમદાવાદ/ગાધીનગરના તા.---ના પ્રમાણપત્રની શરતોની આધિન આ વપરાશનું પ્રમાણપત્ર આપવામાં આવે છે. વપરાશના હેતમાં ફેરફાર કરતાં પહેલા પૂર્વે મંજુરી લેવાની રહેશે. આ બાંધકામનો વપરાશ પર્યોવરણને હાનીકારક અને ઉપદ્રવકારી ને થાય તે રીતે વપરાશ કરવાની રહેશે. તેમજ આસપાસના વિસ્તાર અને વિસ્તારના રહિશોને અમુવિધારૂપ કે મુશ્કેલરૂપ ન થાય તે રીતે વપરાશ કરવાનો રહેશે. પાકિંગ માટે ખુલ્લા રાખેલા ક્ષેત્રફળના માપ કે ઉપયોગમાં કોઈ ફેરફાર કરવાનો રફેશે નહીં. કાલે સ્થળ ઉપરના હ્યાતા માજીન, સ્ટેરકેશ, લીક્ટ, કોમન પ્લોટ વિગેરે જેવા સહિયારા વપરાશ માટે મંજુર થયેલ પ્લાનમાં દશોવેલ તમામ ખુલ્લી જગ્યા કે બાધકામવાળી જગ્યાના માપમાં કે ઉપયોગમાં કોઈ ફેરફાર કરવાની રહેશે નહીં. આ પ્રમાણપત્રથી બાધકામની તેમજ બાધકામ માટે વપરાચેલ માલ-સામાનની ગુણવત્તા પ્રમાણિત કરવામાં આવતી નથી અને તે અંગે સત્તામંડળની કોઈ જવાબદારી રહેતી નથી કે રહેશે નહીં આ પ્રમાણપત્રથી બાંધકામના સ્ટ્રક્ચરલ સ્ટેબીલીટી કે સ્ટ્રક્ચરલ સ્ટ્રેન્થ પ્રમાણિત કરવામાં આવતી નથી અને તે અંગે સત્તામંડળની કોઈ 5.0 જવાબદારી રહેતી નથી કે રહેશે નહીં. ઉપરની કોઈ પણ શરતોનો ભગ થયેથી આ વપરાશનું પ્રમાણપત્ર આપોઆપ રદ થયેલ ગણાશે. જી.ડી.સી.આર ની જોગવાઈ ન-૨૩,૨૪,૨૫,૨૭ મુજબની તમામ જાળવણી કરવાની સહેશે. 92 નોંધ પર મુ.કા.અ.શ્રીની સહી છે. રવાના કર્યું, મારફત 8 FEB 2018 આઈ.એફ.પી નં: સીનીયર નગર નિયોજક 5415: PRM/232/10/20182 Dt:7/3/2015 ् लियो શહેરી વિકાસ સત્તામંડળ quale : CMP/5434/1/2018/28 અમદાવાદ શહેરી વિલ ElalE તારીખ: 05-02-2018 અમદાવા ALPA R. VYAS AHMEDABAD:CITY. GUJARAT STATE REGD NO. 8584 111 Expires Dt. ओप. हा. सह

नेगशंह, लि.श

0161





Sr. No. 1 6 2022

LDAR. VYAS

NOTARY

GOVT. OF INDIA

4 FEB 2022

AFFIDAVIT

I, CHIRAG B SHAH age ADULT years, residing at 5-LOKJIVAN SOCIETY,
OPP MUNICIPAL SCHOOL, MANINAGAR EAST, having office at 10TH &

11TH FLOOR, SAFAL PROFITAIRE, CORPORATE ROAD, PRAHLADNAGAR
Promoter of the ARCUS real estate project/duly authorised by Promoter of
the ARCUS real estate project vide his/their authorisation dated

30/06/2017 in this regard, do hereby solemnly declare, undertake and
state on oath in compliance of Section 17 of the Real Estate (Regulation)
and Development) Act, 2016 as under:

AHMEDABAD-380015 GUJ/SOS/AUTH/AV/203/2007

- That , I/Promoter have/has registered our/their ARCUS Real Estate Project under the Real Estate (Regulation and Development) Act, 2016 with Gujarat Real Estate Regulatory Authority vide Registration No. PR/GJ/AHMEDABAD/SANAND/AUDA/RAA00065/040917 dated 04/09/2017.
- 2. That, the said project is completed and has received Building Use Permission No. CMP/5434/1/2018/28 dated 08/02/2018 issued by AHMEDABAD URBAN DEVELOPMENT AUTHORITY.
- 3. That, I/Promoter have/has formed and registered "THE ARCUS CO-OPERATIVE HOUSING SERVICE SOCIETY LIMITED." having registration number 610053 for the said project (Here mention the same of society or association of allottees etc. as applicable as per the provision of the said Act and Rules made thereunder.) At the time of execution of transfer of common amenities agreement executed earlier and submitted to GUJRERA Mr. JIGISH MEHTA was the Chairman of the Society.
- 4. That, all the development work and construction of the common areas and facilities of the said project has been completed and is ready for use. The nature, extent and description of the common areas and facilities of said projects are particularly described in Annexure A, annexed hereunder.
- 5. That, all the common area and common facilities along with the Administration of undivided proportionate land has been transferred and handed over to the above referred "THE ARCUS CO- OPERATIVE HOUSING SERVICE SOCIETY LIMITED." by document dated 21/06/2019. as per Section 17 of the Real Estate (Regulation and Development) Act, 2016 and the Gujarat real estate (regulation and development) (general) rules 2017 rule 9 and para (9) of draft agreement for sale and as required at that time we had executed and filed with RERA an affidavit dated 14/03/2018 (Attached herewith). This Affidavit is filed under intimation to file a revised Affidavit vide RERA Circular No. 57/2021 dated 10/11/2021.
- 6. That, Project Architect M/S APURVA AMIN ARCHITECTS, whose COA No. is CA/2004/33949 has given Form 4/4A.



- 7. That, Chartered Accountant, Mr. PIYUSH V AGRAWAL & CO. Registration No. 109775 has given final Form 3.
- 8. That, as on 14/03/2018 -Date of Execution of previous Affidavit, out of the total 132 units, we have booked 131 number of units and balance 1 number of units are still pending for sale. we have executed Sale deed of 4 units as per the "Agreement for Sale" as prescribed by us at the time of registration of the project with Gujarat Real Estate Regulatory Authority.
- That, the details of sold/unsold/booked units have been provided to the Service Society Management.
- 10. That, after execution and registration of Sale Deed in favour of Unit Purchaser, the Unit Purchasers are made members in the Service Society.
- 11. That, the master file including the land documents, title clearance certificate, NA permission, NOC's required for the project, all layouts and building plans, original BU permission, etc. has been handed over to the Cooperative Housing Service Society.
- 12. That, whatever funds/contributions received from the members towards Service Society was deposited with the Service Society's bank account No. SB A/C NO. 107008249518 ,bank THE AHMEDABAD DISTRICT CO OP BANK LTD, branch SATELLITE and relevant information was given to Service Society Management , moreover, books of accounts , cheque book has also been given to service society Management.
- 13. That, records including Minutes Book/Agenda papers and various register(s) has been handed over to the Service Society.
- 14. That, I/Promoter had not availed any loan/the loan has been paid off and as such there is no Encumbrance of the legal titles or rights of the allottees or the Association of Allottees of the said project.



- 15. That,I/promoter or Contractor engaged at project ARCUS had paid Rs.12,74,940/- towards all the applicable Labor Cess under Building and Other Construction Workers Welfare cess Act,1996 to the Government Authorities and I hereby submit the payment receipt in this regard.
- 16. That, I/Promoter has paid all the sums due to the Government authorities upto 21/06/2019.
- 17. That, all necessary compliances under the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder applicable on us have been completed by as on date. Date of my said project completion is For, SAFAL GOYAL REALTY LLP 31/03/2019 as indicated in my RERA Registration.

Designated Partner / Authorised Signatory
Deponent

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

= 4 FEB 2022

Verify by me at AHMEDABAD on this ___TH day of ____2022

IDENTIFIED BY ME

ADVOCATE
Rajesh K. Shah
Sanad No. G / 2408 / 1999

Deponent
For, SAFAL GOYAL REALTY LLP?

Besignated Partner / Authorised Signatory

DOD

GOVT. OF INDIA

64 FEB 2022



The Annexure-A above referred to is mentioned hereunder:-

ANNEXURE-A

(Description of common areas and amenities / facilities in ARCUS Project transferred to Society)

- Club House building having amenities like Swimming pool, Indoor Games
 Gymnasium, Mini Theatre, Activity room, Yoga Terrace, with all its
 installations and equipment.
- Open Play Areas
- SQUASH COURT with all its installations and equipments.
- Common roads, kerbing and pavements
- Common Landscape gardens with all its features.
- Common electric meters, cables and wirings
- Water system, drainage lines, Pumps and motors
- Underground Water tanks
- Equipments / appliances installed in common areas
- Light fixtures and street lights in common areas
- Furniture items installed in common areas
- Security cabins and other utility rooms
- Sewage Treatment Plant (STP)
- Common DG SET.
- All and any other item of common in nature and for the common use of all the members of the project.







भारतीय विशिष्ट पहचान प्राधिकरण

નો પુત્ર: બિપીનયંદ્ર, 5, લોકજીવન સોસાયટી, મનિયાષા સોસાઇટી ની પાસે, મ્યુનિસિપલ સ્કૂલ સામે, મણિનગર(ઈ), અમદાવાદ શહેર, મણીનગર, અમદાવાદ સિટી. અમદાવાદ, ગુજરાત, 380008

Address:

S/o: Bipinchandra, 5, Lokjivan Society, Near Maniasha Society, Opp Municipal School, Maninagar (e), Ahmedabad City, Maninagar, Ahmadabad City, Ahmedabad, Gujarat, 380008







help@uidai.gov.in



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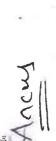
શાહચિરાગ Shah Chirag DOB: 03-11-1979 Gender:Male



4869 0546 1158

आधार - आम आदमी का अधिकार

Ancus





Ahmedabad Urban Development Authorit

FOR DEPOSITOR

Sardar Palei Bhavan, Usmanpura, Ashram Road,

6626

Particulars

Account

Bethament Deposit Shela-1

Shour Class Charge Sheka-l

Capparation of party of

Building Hope Fee

60,250,00 Cr Tree Plantation Permission Shela-1

Free Hamation Fernissium Deposit Shela-1 2.88.000.0c/

3,01,600,000 Cr Sewerage Charges Permission(PRM)

10,000,000 Cr Solid Waste Management Shela-4

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On Account of

CHART 197279, ATHERINT CHAPTER, ARE FERE COLAR TOD LAFA.

PROTEST TO 21, CHAPTER PRODUCE.

Receipt is valid subject to realization of cheque / D.D.

12,74,940,00 THE PLANT 3.Feb.2818 4,66,11,871.00 4,000.00 100,001 60,250.00 2,68,000.00 3,01,500.00 10,050.00 L'ab-d



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REGD NO. 3

AFFIDAVIT

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NOTARIAL

presently residing at 5-lokjivan Society, Opp Municipal School, having its registered office address at 10th Floor, COMMERGE I, Mr. CHIRAG B SHAH, aged adult, Occupation: SERVICE, Maninagar East, as authorized signatory of M/s SAFAL GOYAL REALTY LLP, a Limited Liability Partnership duly incorporated under the provisions of the Limited Liability Partnership Act, 2008 HOUSE -4, PRAHLADNAGAR ROAD, AHMEDABAD do hereby solemnly affirm and state on oath as under:-

50262

138511

Page 1 of 4 That we have constructed a ARCUS VILLE Project named ARCUS VILLE" on the Non Agricultural land 51200 sq meters, being For, SAFAL GOYAL REALTY LLP

SPL ADH

Sr. No. : ...





S

215 admeasuring about admeasuring about part of the Township Land being All that piece or parcel of said admeasuring 910 sq. mtrs.), (b) Block no. 251 admeasuring 9611 sq. mtrs., (c) Block no. 305 admeasuring 11,129 sq. mtrs. and (d) Block Ħ. Block no. Registration District of Ahmedabad and Sub-District of Sanand. Pot-Kharaba situate lying and being at Moje Shela, Taluka Sanand, Scheme (a)Amalgamated sq. mtrs. now given Final Plot no. 21 (including no. 306 admeasuring 10,016 sq. mtrs totally of Draft Town Planning mtrs. Land bearing sd. 3,90,927 Agricultural sq. mtrs. admeasuring 4,21,683 4,18,887

- Act, 2016 (hereinafter referred to as the said "Act") and the Gujarat That the said Project " ARCUS VILLE "has been registered under Development) (hereinafter referred to as the said "Rules") with the Real Estate Regulatory Authority at Gujarat (hereinafter referred to as the said Registration PR/GJ/AHMEDABAD/SANAND/AUDA/RAA00065/040917 reference Real Estate (Regulation and Development) (General) Rules, ಡ provisions of the Real Estate (Regulation and Certificate of Project dated 04/09/2017 bearing issued has Authority said and the "Authority")
- That as per the said approved plans, the Development work of the and the Building Urban orders Ahmedabad its on the said Project Land is completed vide the from bungalows received all peen Development Authority Permissions for 08/02/2018 has said Project $\ddot{\circ}$
- ready described The development work and construction of the common areas The nature, extent and description of the common areas facilities of the said Project has been completed and is more particularly are Annexure A annexed hereunder. said Project Jo facilities

4

For, SAFAL GOYAL REALTY LLP



CO-OPERATIVE said "Management Body") has been formed for management and HOUSING SERVICE SOCIETY LIMITED (hereinafter referred to maintenance of common areas and facilities of said Project. ARCUS "THE Society namely, Service В That



6.

- sale deed of units of "ARCUS VILLE" in favour of Unit Purchasers, we are transferring proportionate undivided land for that particular Hence in the sale deed, we sell the constructed unit to the Unit Purchasers and transfer the proportionate undivided land for that unit and common facilities in favour of the Management Body. a single jo and registration particular unit in favour of the Management Body under execution simultaneously with the sale deed.
- the That after execution and registration of sale deed in favour of Unit ij. are made members Management body and we issue them share certificate. Purchasers Unit the Purchasers, Γ,
- Hence in the above manner we are transferring title of common Management Body formed for the maintenance and upkeep of the common areas and facilities and are complying with the provision of the Real Estate (Regulation and Development) Act, 2016 and the favour i. : VILLE "ARCUS and facilities in rules made there under. ∞

foregoing SAFAL GOYAL false and that no part of it is contents of the I, CHIRAG B SHAH, as authorized signatory of M/s. nothing material has been concealed there-from. do hereby verify that the knowledge, to my true paragraphs are LLP, REALTY

For, SAFAL GOYAL REALTY LLP
Designated Partner Juniorised Signatory



ANNEXURE A

List of Common Areas and Facilities



- Gymnasium with steam room
- Indoor squash court
- Mini theatre
- Kids play area
- Indoor games

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SPA OPPLANT

Pool room

FRNE

- Recreation room
- Landscaped garden with sit-outs









जायकर विमाञ

STATE IN STA

INCOME TAX DEPARTMENT

CHIRAG BIPINCHANDRA SHAH

B B SHAH

03/11/1979

Permanent Account Number BEVPS9819D

C.B.shy Signatures

राक्धार GOVT. OF INDIA



GOVERNMENT OF INDIA भारत सरकार

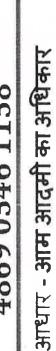
શાહ ચિરાગ

DOB: 03-11-1979 Shah Chirag

Gender: Male



4869 0546 1158





UNIQUE IDENTIFICATION AUTHORITY OF INDIA भारतीय विशिष्ट पहचान प्राधिकरण

SSALL.

W.

To So

ર્લો યુત્ર: બિપીન ચંદ્ર, 5, લોકજીવન સોસાયટી, મનિયાષા સોસાઇટી ની મણિનગાર(ઈ), અમદાવાદ શાકેર, अमहावाह, गुश्ररात, 380008 પાસે, મ્યુનિસિપલ સ્કૂલ સામે, મણીનગર, અમદાવાદ સિટી, £02.60

Address:

Opp Municipal School, Maninagar (e), Ahmedabad City, Maninagar, Society, Near Maniasha Society, S/c: Bipinchandra, 5, Lokjivan Ahmadabad City, Ahmedabad, Gujarat, 380008



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