

ALLOTMENT-CUM-TRANSFER DEED

Real Estate (Regulation & Development) Act, 2016 Registration
No. PR/GJ/KUTCH/_____ Dated: _____

**ALLOTMENT – CUM – TRANSFER DEED OF CONSTRUCTED OFFICE
ADMEASURING BUILT-UP AREA _____ SQ. METERS, HAVING
ADMEASURING COVERED AREA _____ SQ. METERS, BEARING OFFICE
NO. _____ FLOOR IN MULTISTORY BUILDING KNOWN AS
“SHREENATHJI HEIGHTS”. ON MAIN PLOT NO: 02, IN SECTOR NO. 8, IN
SHREE HARIOM CO-OPERATIVE COMMERCIAL SERVICE SOCIETY
LIMITED, SITUATED AT GANDHIDHAM - KUTCH FOR RS. _____/-
(RUPEES _____ ONLY).**

**THIS ALLOTMENT – CUM – TRANSFER DEED, made, entered into and
concluded on this the _____ day in the month of _____, 2022 at
Gandhidham – Kutch.**

BETWEEN:

**FIRST PART / TRANSFEROR :- SHREE HARIOM CO-OPERATIVE
COMMERCIAL SERVICE SOCIETY LIMITED;** Gandhidham is a Co.
Operative Society; incorporated under the provisions of Gujarat Co-
Operative Societies Act 1961 with the Dist. Registrar of Co-Operative
Housing Society, Bhuj – Kutch, Gujarat State, at registered No. KTH-
S(H)-4578 dated 19-02-2013, having PAN – AAJAS0365E, through its
President _____ an Indian, adult, aged about
_____ Years, Occupation : _____, AADHAR No. _____ and residing
at :- _____ hereinafter referred to as the **“TRANSFEROR”**
(which expression shall unless repugnant to the context of meaning
thereof include its successors, assignees, executors, administrators and
legal representatives) of the **FIRST PART:**

AND:

SECOND PART / TRANSFEREE: - _____ an Indian, adult, aged about ____ years, Occupation: _____, Mobile No. _____, PAN - _____, AADHAR No. _____ residing at _____ hereinafter referred to as **"TRANSFEREE"**, (Which expression shall unless repugnant to the context or meaning thereof include his / her heirs, executors, administrators and legal representatives) of the **SECOND PART**;

WHEREAS SHREE HARIOM CO-OPERATIVE COMMERCIAL SERVICE SOCIETY LIMITED, THE TRANSFEROR is the lessee of the Board of Trustees of Kandla Port Trust, Gandhidham - Kutch (Now it is known as Deendayal Port Authority), hereinafter referred to as **"LESSOR"** in respect of Plot of land for Business purpose, Plot of land admeasuring about 1877.12 Sq. Yards i.e. 1569.27 Sq. Meters or thereabouts, bearing Plot No. 02, in Sector No. 8, situated at Gandhidham – Kutch, hereinafter referred to as **"SAID PLOT"** for the sake of brevity.

WHEREAS THE SAID PLOT No. 02, in Sector No.8 situated at Gandhidham – Kutch (For Business Purpose) was leased out by the Lessor i.e. The Board of Trustees of Kandla Port Trust to Smt. Shantaben Dharamdas Agarwal through her Attorney holder Shri Ratilal Uttamchand Morabia, under the lease deed dated 25-06-1991 for a period of 99 years commencing from 30-03-1977 and which deed is duly registered in the office of the Sub Registrar, Gandhidham, at registered No. 2152, at pages 145 to 149, Volume No. 276, of Book No. Add. 1 (one), Dated 27-06-1991. AND WHEREAS the said Smt. Shantaben Dharamdas Agarwal was also handed over the physical possession of the Said Plot by the said Lessor.

WHEREAS the above said 99 years lease deed contained the terms and conditions of the lease granted in respect of the said Plot to the lessee. Smt. Shantaben Dharmadas Agarwal, and She had paid the amount of development charges of Rs. 27,969.09 (Rupees Twenty-Seven Thousand Nine Hundred Sixty-Nine and Nine Paisa Only) to the lessor and also to

pay the Ground Rent of Rs. 699.23 (Rupees Six Hundred Ninety-Nine and Twenty-Three Paise Only) payable each year and payable by the 13th day of March of each year for a term of 99 years subject to covenants and conditions contained in the said lease deed and whereas the said Smt. Shantaben Dharmdas Agarwal was also handed over the vacant Possession of the said Plot by the Said Lessor.

AND WHEREAS said Smt. Shantaben Dharamdas Agarwal through her constitute Attorney Shri Ratilal Uttamchand Morabia has built a building structure of the of Offices on the above said plot after obtaining prior written permission bearing permission No. 12580/B, Dt. 04-10-1990 from the Gandhidham Development Authority, Adipur and after construction of the building up to Ground Floor having covered area of 755.69 Sq. Meters on the above said plot and the Gandhidham Development Authority, Adipur has also issued the Completion Certificate for the same vide their letter No. 4-GDA(1067)/91/120 Dt. 02-05-1991 to Smt. Shantaben Dharamdas Agarwal. Thus, Smt. Shantaben Dharamdas Agarwal has become the DEFACTO OWNER of the said Commercial Property and lawful lessee of the said Kandla Port Trust with regard to the lease hold rights of the said plot of land over which the said property is built, constructed and erected, hereinafter referred to as **"Said Property"** for the sake of brevity.

WHEREAS SMT. SHANTABEN DHARAMDAS AGARWAL through her constitute attorney SHRI RATILAL UTTAMCHAND MORABIA after obtaining prior permission of the Chairman, Kandla Port Trust, in writing vide letter No. ES/LD/2747/2792 dated 03-09-1991 issued by the Estate Manager, Kandla Port Trust as required as required under the provision of the said lease deed executed by the lessor, gave the said Property and also transferred her all lease hold rights in respect of the said Plot bearing No. 2, in Sector No. 8 situated at Gandhidham – Kutch, to Smt. Tulsi Jeramdas Tolani and Shri Prakash Jeramdas Tolani and Shri Narendra Jeramdas Tolani and the Transfer Deed for the same was duly executed and registered in the office of the Sub – Registrar, Gandhidham at registered No. 2354, Pages 14 to 22, Vol. 279 of Book No. Add. 1 (One) dated 10-07-1991.

WHEREAS the Kandla Port Trust has mutated the abovesaid Plot in favour of Smt. Tulsi Jeramdas Tolani and Shri Prakash Jeramdas Tolani and Shri Narendra Jeramdas Tolani, vide their Mutation Letter No. ES / LD / 2747/3429 Dt. 01-10-1991 from the Asst. Estate Manager, Kandla Port Trust. Thus, Smt. Tulsi Jeramdas Tolani and Shri Prakash Jeramdas Tolani and Shri Narendra Jeramdas Tolani were the lessee-cum-owner and in possession of the above said property bearing Plot No. 2 in Sector No. 8 situated at Gandhidham - Kutch.

AND WHEREAS Shri Prakash Jeramdas Tolani, a co-lessee of above said Plot unfortunately expired intestate and therefore the Kandla Port Trust transferred and mutated the above Said Plot bearing Plot No 2, in Sector No. 8, situated at Gandhidham – Kutch in favour in favour of his wife and as one of the legal heirs i.e. Smt. Jyoti Prakash Tolani, after completing all legal formalities vide their letter No. ES/LD/2747/1142 Dated: 04-06-2004, Thus, 1) Smt. Jyoti Prakash Tolani 2) Smt. Tulsi Jeramdas Tolani and 3) Shri Narendra Jeramdas Tolani have become sub lessee of the said Plot of land bearing Plot No 2, in Sector No. 8, situated at Gandhidham – Kutch.

WHEREAS 1) Smt. Jyoti Prakash Tolani 2) Smt. Tulsi Jeramdas Tolani and 3) Shri Narendra Jeramdas Tolani after obtaining prior written permission of Chairman, Kandla Port Trust for the transfer of the lease hold rights of the above said plot vide letter No. ES/LD/2747/1688 Dated: 25-08-2004 issued by the Sr. Estate Manager, Kandla Port Trust and one of Co-Lessee i.e. Smt. Jyoti Prakash Tolani transferred, convey, relinquish, released her all lease hold rights, title, interest and claims etc. whatsoever nature of the abovesaid Plot bearing Plot No. 2, in Sector No. 8, situated at Gandhidham in favour of remaining two Co-lessee i.e. Smt. Tulsi Jeramdas Tolani and Shri Narendra Jeramdas Tolani and the Release and Relinquishment Deed for the same was executed and registered in the office of the Sub-Registrar, Gandhidham at Reg. No. 954 of Book No. 1 Dt. 02-02-2007.

AND WHEREAS the Kandla Port Trust has mutated the abovesaid Plot in favour of Smt. Tulsi Jeramdas Tolani and Shri Narendra Jeramdas Tolani, vide their Mutation Letter No. ES / LD / 2747/716 Dt. 20-02-2007 from the Asst. Estate Manager, Kandla Port Trust. Thus, Smt. Tulsi Jeramdas Tolani and Shri Narendra Jeramdas Tolani were the lessee-cum-owner and in possession of the above said property bearing Plot No. 2 in Sector No. 8 situated at Gandhidham - Kutch.

WHEREAS SMT. TULSI JERAMDAS TOLANI AND SHRI NARENDRA JERAMDAS TOLANI after obtaining prior written permission of Chairman, Kandla Port Trust for the transfer of the lease hold rights of the above said plot vide letter No. ES/LD/2747/3427 dated 20-03-2013 issued by the Dy. Secretary (Estate), Kandla Port Trust as required under the provision of the said lease deed executed by the lessor, gave and transferred their all lease hold rights of the abovesaid Plot bearing No. 2 in Sector No. 8, situated at Gandhidham to SHREE HARI OM CO-OPERATIVE COMMERCIAL SERVICE SOCIETY LIMITED and the Transfer Deed for the same was duly executed and registered in the office of the Sub – Registrar, Gandhidham at registered No. 1651, of Book No. 1 (One) dated 26-03-2013.

AND WHEREAS the Kandla Port Trust (Now it is known as Deendayal Port Authority) has mutated the above said Plot in favour of Hari om Co-Operative Commercial Service Society limited vide their letter No. EL/LD/2747/259 Dated 16-04-2013. Thus, Shree Hariom Co-Operative Commercial Service Society Limited is the lessee-cum-owner and in possession of the above said Property bearing Plot No. 2, in Sector No. 8, situated At Gandhidham–(Kutch).

WHEREAS A Correction deed by and between Smt. Tulsi Jeramdas Tolani and Shri Narendra Jeramdas Tolani and Shree Hari om Co-Operative Commercial Service Society limited has been executed and registered before Sub Registrar, Gandhidham vide Regd. No. 3337 of Book No. 1, Dated 04-07-2013 to incorporate word "Shree" before the name of the said society.

WHEREAS SHREE HARIOM CO-OPERATIVE COMMERCIAL SERVICE SOCIETY LIMITED; Gandhidham is a Co. Operative Society; incorporated under the provisions of Gujarat Co-Operative Societies Act 1961 with the Dist. Registrar of Co-Operative Housing Society, Bhuj – Kutch, Gujarat State, at registered No. KTH-S(H)-4578 dated 19-02-2013, having PAN – AAJAS0365E (herein after referred to as the “SAID SOCIETY” for the sake of brevity).

WHEREAS all the members of Shree Hariom Co-Operative Commercial Service Society limited have decided and resolved unanimously to demolish the said existing ruined building as it was very old and it was also heavily damaged on the 26th January 2001 due to killer earthquake in the entire Kutch District And the said ruined building was demolished by the said society through the common contractor. Thus, the said Plot No. 02 in Sector No.8 at Gandhidham had become open plot of land.

WHEREAS the said society is the Lessee in respect of Plot of land admeasuring about 1877.12 Sq. Yards i.e. 1569.27 Sq. Meters or thereabouts bearing Plot No. 02, in Sector No. 8, situated at Gandhidham – Kutch, hereinafter referred to as “SAID PLOT” for the sake of brevity.

AND WHEREAS SHREE HARIOM CO-OPERATIVE COMMERCIAL SERVICE SOCIETY LIMITED; Gandhidham, the Transferor has built a building structure on the above said plot after obtaining prior written permission from the Gandhidham Development Authority, Adipur and the Gandhidham Development Authority, Adipur has also issued the Occupancy Certificate for the same vide their letter No. 4 GDA () / ____ / ____ dated _____ and thus SHREE HARIOM CO-OPERATIVE COMMERCIAL SERVICE SOCIETY LIMITED; Gandhidham has become the DEFACTO OWNER of the said Property and lawful lessee of the said Kandla Port Trust (now it is known as Deendayal Port Authority) with regard to the lease hold rights of the said plot of land over which the said property is built, constructed and erected, hereinafter referred to as “Said Property” for the sake of brevity.

AND WHEREAS the said **TRANSFeree** is Shareholder of the SHREE HARIOM CO-OPERATIVE COMMERCIAL SERVICE SOCIETY LIMITED., and holding 5 Shares each share of Rs.50/- of the said society bearing Share No. _____ to Share No. _____, Date.....

(a) The Society i.e. Transferor herein is the absolute owner of and is sufficiently entitled to the piece or parcel of the Lease Hold land admeasuring 1877.12 Sq. Yards i.e. 1569.27 Sq. Meters or thereabouts bearing Plot No. 02, Sector No. 8 situate, lying and being at Gandhidham-Kutch, in the Registration Sub-District Gandhidham-370201 hereinafter referred to as the Said "Project Land / Land" in this Agreement for Sale and is more particularly described in the **Schedule- I** hereunder written.

(b) Earlier, the Lease hold land Use Permission for commercial purpose for the Land admeasuring 1877.12 Sq. Yards i.e. 1569.27 Sq. Meters or thereabouts has been granted by the KPT/DPT, Vide Form 99 years Lease by Kandla Port Trust (now it is known as Deendayal Port Authority).

(c) The Transferor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the Said "Act") and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the Said "Rules") with the Real Estate Regulatory Authority at Gandhinagar (hereinafter referred to as the Said "Authority") and the Said Authority has issued a Registration Certificate of Project Dated _____ bearing reference No. PR / GJ / KUTCH / GANDHIDHAM / _____ / _____ / _____.

(d) The **Transferor** has given copy of the approved plans, copies of Sale Deed in favour of **Transferor**, its 99 years lease, Mutation letter, Sale Deeds, Building Use Permission and all relevant title documents etc. to the **Transferee** herein. The **Transferee** have also verified the documents Filed/uploaded by the **Transferor** with the Real Estate Regulatory Authority and is satisfied with the same. The **Transferee** have carefully inspected and studied the same, got them scrutinized and examined by their lawyers, and are fully satisfied about it. That the **Transferee** are fully satisfied about the right, title and interest of the **Transferor** and its predecessors-in-title with respect to the Said Project Land on which the Said Project is constructed as well as development permissions and occupancy permission granted by competent authority. The **Transferee** confirms that no further investigation is required in this regard and will never raise any objection in future.

(e) The **Transferor** and **Transferee** had negotiated for the allot, transfer, sale, of constructed office having **admeasuring covered area** _____ **Sq. Meters**, **admeasuring Built up area** _____ **Sq. Meters**, **admeasuring undivided land share area** _____ **Sq. Meters** or thereabouts, bearing **Office No.** _____, on **Ground Floor** in building known as "**Shreenathji Heights**" in the Lease Hold land bearing **Plot No. 02, Sector No. 8**, in **Shree Hariom Co-Operative Commercial Service Society Limited at Gandhidham - Kutch** and more particularly described in the **Schedule-II** written hereunder (hereinafter referred to as "**the Said Property / Unit**" and or "**Said Office**" for the sake of brevity) for the Purchase Consideration of **Rs.** _____ /- (**Rupees : _____ Only**) (hereinafter referred to as the Said "**Purchase Consideration**"). The detail of the carpet area (As per the Said Act) of the Said Property and other appurtenant areas (meant for exclusive use of the Transferee) to the Said Property is as follows:

Unit Office/Shop No.	No./ Carpet Area Sq. Mtrs	Balcony Area Sq. Mtrs	Wash Area Sq. Mtrs
Office No. _____ Ground Floor	_____ Sq. Mtrs	-- NO --	-- NO --

(f) The above areas have been calculated on the basis of unfinished wall surfaces. "**Super Built-up Area**" of the Said Property, as referred above is mutually fixed and agreed between the Parties after taking into consideration construction areas of the Project other than carpet area. The Transferee are satisfied with the same and has no disputes in this regard. It is further clarified that the area of architectural projections is not included in the above area table. The Transferee have checked and are completely satisfied with regards to the measurement of aforesaid carpet area and other appurtenant areas of the Said Property and have no objections in this regard and shall not raise any dispute in future.

(g) The Said Purchase Consideration is calculated only on the basis of the Carpet Area of the Said Property and includes proportionate price of the common areas including the price for undivided share of land and facilities of the Said Project. The nature, extent and description of the common areas and facilities of Said Project are more particularly described in the Schedule IV hereunder written.

•THAT the **Transferee** have paid the above stated price to the **Transferor** In the manner as stated hereunder: -

Amount paid to said Transferor by said Transferee

Sr. No.	Amount in Rs.	Cheque No.	Date	Bank Details
1				

Total Rs. _____/- (Rupees : _____ Only)

I. **NOW THIS INDENTURE WITNESSETH THAT** in consideration of the payment of the Said Purchase Consideration paid as mentioned above by said **TRANSFEE** to the said **TRANSFEROR** being the full consideration payable by the said **TRANSFEE** for the Said **Property** more particularly described in the **Schedule- II** hereunder written; the payment and receipt whereof the **TRANSFEROR** doth hereby admits and acknowledges and of and from the same and every part thereof forever acquit, release and discharge to the **TRANSFEE**, the **TRANSFEROR** doth hereby convey, grant, transfer and assure unto the **TRANSFEE ALL THAT** Said **Property/ UNIT** (more particularly described in the **Schedule II** hereunder written) and the **TRANSFEROR TOGETHER WITH** the right to use common areas and facilities of the **Project** (more particularly described in the **Schedule III** hereunder written) appurtenant to the Said **Property** proportionately with other owners of various units in the Said **Project AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the **TRANSFEROR** in to out of or upon the Said **Property** or any part thereof **TO HAVE AND TO HOLD** the Said **Property / Unit** 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 **TRANSFEE** forever in respect of this **Property**.

II. The **TRANSFEE** is aware that the other **Units** situated in the Project shall be transferred in future and agreements and Sale deeds/Conveyance deed will be made in favor of such other buyers and hence, all the owners shall have undivided interest in the common facilities areas and amenities and shall be entitled to use and enjoy them jointly.

III. That quiet, vacant and peaceful possession of the Said **Property** described in **Schedule-II** is delivered by the **TRANSFEROR** herein to the **TRANSFEE today** and the **TRANSFEE** acknowledges the delivery of the Said **Property** by the **TRANSFEE** in good and proper condition. The

TRANSFeree has verified and are satisfied with the quality of construction, specifications, fixtures, fittings, project amenities and facilities, etc. and they shall not raise any objections/claims in this respect in future. The **TRANSFeree** has also verified the physical condition of the Said Property and is satisfied with the same. The **TRANSFeree** has completely satisfied itself with regards to the measurement of carpet area and super built-up area of the Said Property and has no objections in this regard and shall not raise any dispute in future.

IV. AND the **TRANSFEROR** doth hereby for itself, its successors and assigns **COVENANT** with the **TRANSFeree** that notwithstanding any act, deed, matter or thing whatsoever by the **TRANSFEROR** or any of their ancestors or testators or any person or persons lawfully, or equitably claiming by, from, though, under him or them or omitted or knowingly suffered to the contrary the **TRANSFEROR** now hath at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the Said **Property** hereby granted, conveyed released or assured or intended so to be unto and to the use of the **TRANSFeree** in the manner aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the said society / Management Body.

V. AND that the **TRANSFeree**, after obtaining possession of Said **Property** from the **TRANSFEROR** in writing shall and may at all-time hereafter peacefully and quietly enter upon, occupy, possess and enjoy the Said **Property** and receive the rents and profits thereof and of every part there to and for his/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the **TRANSFEROR** or any members or any of them or claiming by, from, under or in trust for him or any of them upon fulfillment of and subject to what is stated herein.

VI. AND full and free right liberty and license for the **TRANSFeree**, their heirs, executors, administrators, agents, successors, legal representatives and assigns for the time being of the Said Property and its or their tenants and servants and all other persons authorized in that behalf by it or them from time to time and at all times after delivery of possession from the **TRANSFEROR** in writing, by day and or night for all purposes connected with the use and enjoyment of the Said Property to go, return, pass and re-pass with or without vehicles in, along, over and upon the land of common facilities and approaches subject to what is stated elsewhere in this Deed and rules made by the Management Body from time to time.

VII. THE TRANSFEROR covenants with the TRANSFEREE that The Said Property/Project Land and construction or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the Said Property and that Said Property is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the TRANSFEROR has not taken any loan or financial assistance of any nature from anyone by creating charge over The Said Property or its title deeds on the Said Project Land. Therefore, the Said Property is free from any mortgage or charge.

VIII. The TRANSFEROR hereby covenants to the TRANSFEREES that, within a period of five years from the date of B.U. permission/ handing over the Unit to the TRANSFEREES, the TRANSFEREES if brings to the notice of TRANSFEROR any structural defect in the Property or the building in which the Property is situated any defects on account of the workmanship, quality or provision of service by or the TRANSFEROR, then, wherever possible such defects shall be rectified by the TRANSFEROR at its own cost and in case it is not possible to rectify such defects, then the TRANSFEREES shall be entitled to receive from the TRANSFEROR Compensation equal to cost to cure / rectify such defect. Provided that the TRANSFEROR shall not be liable to rectify any defect or for payment of any compensation in the following events:

- a. If the cause of any such defect is not attributable to the **TRANSFEROR** or are beyond the control of the **TRANSFEROR**; or
- b. In case of natural wear-and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. **TRANSFEROR** shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory-made products which are not considered as defect by the manufacturers or the supplier; or
- d. In case where guarantees and warranties are provided by the product suppliers or service TRANSFERORs, the same shall be extended to the **TRANSFEREE** and to honor such warranties and guarantees shall be at the sole discretion of the party providing the same. Further where the manufacturer guarantee/warranty as provided by the party ends before the defects liability period and such warranties are covered under the

maintenance of the Said unit/ building/ phase/wing, and if the annual maintenance contracts are not done/renewed by the **TRANSFEEE/ Management Body**, the **TRANSFEROR** shall not be responsible for any defects occurring due to the same or

e. The **Management Body** or the individual **TRANSFEEE** has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/**TRANSFEROR**.

f. If the **TRANSFEEE** has defaulted in any of its covenants or is in breach of any of the terms and conditions as mentioned in this agreement.

g. The **TRANSFEEE** has carried out any alterations of any nature in the Said Unit/Office/Shop which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, etc. If any of such work/s is/are carried out then the defect liability automatically shall become void.

IX. That the **TRANSFEROR** has paid and shall pay all kinds of municipality taxes, Gandhidham Municipality /Gandhidham Development Authority Cesses, Betterment charges and Revenue Taxes etc in respect of the Said **Property** up to the date of receipt of Occupancy permission. Irrespective of the date of booking or sale deed execution, the **TRANSFEEE** shall be liable to pay such Gandhidham Municipality /Gandhidham Development Authority taxes, property taxes, cess, charges, etc... for the period post Occupancy permission date. The **TRANSFEEE** shall also be liable to pay betterment charges, water charges, drainage charges, gas connection charges, internet connection charges or any other connection charges in respect of the Said Property.

X. The **TRANSFEEE** hereby undertakes and declare that they are legally entitled to buy the Said Property under the prevailing laws and have taken necessary permissions for the purchase of the Said Property and have paid the consideration for the Said Property through legally permissible means. It Will be the sole responsibility of the **TRANSFEEE** to abide by the terms and conditions of any such permission. On account of breach of any law or rules by the **TRANSFEEE**, if any fine or penalty or punishment is imposed by any government authority then the same shall be the liability of the **TRANSFEEE** alone and the **TRANSFEEE** hereby completely indemnify the **TRANSFEROR** in this regard for all times to come.

XI. The terms and conditions of all other deeds like agreement for sale, application Form, etc shall also be binding upon the TRANSFEREE and their transferees.

XII. The **TRANSFEREE** accepts, confirm and record that he has been given all documents, details, particulars, as are specified under the Said RERA Act and the rules and regulations made there under, and the **TRANSFEREE** is satisfied in Respect of the same. The TRANSFEREE further agrees and confirm that the **TRANSFEROR** to the satisfaction of TRANSFEREE has carried out all functions, duties and obligations imposed upon the **TRANSFEROR** under the Said RERA Act, rules, regulations and guide-lines framed / issued there under and also under the Said Agreement for Sale, and the TRANSFEREE has no complaint or grievance or Objection of any nature whatsoever in respect of the same.

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

XIV. It is clearly understood and so agreed by TRANSFEREE that all the provisions contained herein and the obligations arising hereunder in respect of the Said Property shall equally be applicable to and enforceable against any subsequent TRANSFEREE/ Occupiers of the Said Property, in case of a transfer or transmission, as the Said obligations go along with the Said Property for all intents and Purposes.

XV. The TRANSFEREE has no complaint or grievance of any nature whatsoever for the workmanship quality of construction and the materials used and for the plans Specifications and designs of the Project and the Said Property. The TRANSFEREE has taken inspection of the Said Property and has checked, verified and satisfied about its area – measurement, and that the Said Property is duly complete in all respect with all utilities and all required common amenities, facilities and Services. The TRANSFEREE has no disputes in this regard and shall not raise any Dispute in future.

XVI. The TRANSFEROR / Project Management Body shall, in respect of any amount remaining unpaid by the TRANSFEREE under the terms and conditions hereof, have A first lien and charge on the Said Property.

THIS DEED OF CONVEYANCE FURTHER WITNESSES and it is hereby Mutually agreed by and between the parties hereto as under: -

The **TRANSFEE** irrevocably agree that they have purchased the Said **Property** on the following terms and conditions and they covenant with the **TRANSFEROR** as stated hereunder: -

(1) The **TRANSFEROR** has formed the Said Management Body namely, "Shreenath Heights" for management and maintenance of common facilities and amenities of Said **Project** and **TRANSFEE** shall from time to time sign and execute the application and other papers and documents necessary for the membership of the **Management Body**. The **TRANSFEE** shall co-operate and assist the **TRANSFEROR** for formation of the **Management Body** and shall become member of the Said **Management Body** by purchasing necessary shares. The **TRANSFEE** also agrees to abide by the rules, regulations and resolutions of the **Management Body** which is formed for the management of the Said **Project** and assures that they shall not commit any breach of the same.

(2) The **TRANSFEE** shall observe and perform all the rules and regulations which the **Management Body** 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 **Property** 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 **TRANSFEE** shall also observe and perform all the stipulations and conditions laid down by the **Management Body** regarding the occupancy and use of the Said **Property** in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other Outgoings.

(3) It is hereby agreed by the **TRANSFEE** that as owners of Said **Property** in pursuance of this deed it shall deposit with the **Management Body** necessary maintenance Deposit as decided by the **Management Body** / **TRANSFEROR** from time to time. The **TRANSFEE** agrees that subsequently it shall also pay such amount as may be decided by the Said **Management Body** / **TRANSFEROR** for running or routine maintenance charges. Such charges may be collected by the **Management Body** / **TRANSFEROR** in advance for a period of 24 months and the same shall be paid by the **TRANSFEE** without any dispute. It is hereby agreed by the **TRANSFEE** that the common monthly running maintenance charges shall be paid effectively from the date of receipt of Building Use Permission, irrespective of the time of booking of the Said **Property**. The **TRANSFEE** shall bear and pay any applicable service tax or GST on such maintenance charges or deposit payments. Maintenance deposit & running maintenance amount shall be

utilized by the Said **Management Body** / TRANSFEROR towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the Project. The **Management Body** shall also be entitled to use/spend the corpus of the Said maintenance deposit fund in case of necessity.

(4) The **TRANSFeree** shall also be required to pay additional amount in future as corpus fund or otherwise if the **Management Body** so decides to meet with such expenses. In case if the **TRANSFeree** fails or refuses to make the necessary payments to the Said **Management Body**, the Said **Management Body** shall be entitled to cut off the common services agreed to be given to the **TRANSFeree** and thereafter the **TRANSFeree** shall not be entitled to demand such services from the Said **Management Body** and the **TRANSFeree** shall also be bound to pay interest at the rate as prescribed by Said **Management Body** per month in case of default or delay. The **TRANSFerees** shall not be entitled to use and demand any services and facilities from the **Management Body** if they have committed default in payment of maintenance charges.

(5) The **TRANSFeree** shall not use the Said **Property** or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the **Project** or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes. The **TRANSFeree** agrees not to obstruct the common areas or passages of the Project or the ground floor margins of the Said project or the side margins of the Said project by erecting any kind of temporary or permanent structure or placing any kind of furniture or fixtures like cabinets, table, chairs or other such loose materials.

(6) That the **TRANSFeree** shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its **Property** in the common passages, balconies, compound or any portion of the Said Project. The **TRANSFeree** shall maintain the esthetics of the Project. The **TRANSFeree** shall carry out their work relating to installation of furniture and fit outs, maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the project and without causing any damage to the common areas of the building. The **TRANSFeree** shall not store in the Property 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 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 Property is situated, including entrances of the building in which the Property is situated and in case any damage is caused to the Said building or the

Property on account of negligence or default of the TRANSFEREE in this behalf, the TRANSFEREE shall be liable for the consequences of the breach. The TRANSFEREE shall abide by the rules and regulations as may be formed for the entire Project with regards to carrying out the interior work inside the Said property and shall also pay any deposit or charges as may be levied in this regard. If the TRANSFEREE or its agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Scheme then the TRANSFEREE shall be liable to clear such dirt, rubbish, etc. at its cost and in addition the TRANSFEROR/ **Management Body** shall also be entitled to impose fine on the TRANSFEREE or its family members, staff, visitors, visitors, etc....

(7) The TRANSFEREE shall not use the Said **Property** for non-Commercial purposes. The TRANSFEROR/ **Management Body** shall also be entitled to immediately stop the non-Commercial use even if such use has begun.

(8) That the TRANSFEREE shall not use the Said **Property** as consulting room of medical professional, doctor's clinic, classes, maternity home, professional office and for any other purpose which may be objectionable to the Said TRANSFEROR/ **Management Body** and other occupiers in the Said Scheme.

(9) THAT the said TRANSFEREE shall use the said Shop/Office for the purpose of the legal business purpose only. Further the said TRANSFEREE undertakes and agrees not to carry out or allow to carry out business of Restaurant, Hotel, Floor Mill, Bakery, Garage, Service Station etc., which may cause annoyance or nuisance in the neighborhood or vicinity.

(10) That the TRANSFEREE shall maintain at its own costs the **Property** purchased by the TRANSFEREE in the same good condition, state and order in which it will be delivered to the TRANSFEREE and shall abide by all bye laws, rules and regulations of the government, the Gandhidham development Authority, Gandhidham Municipality and PGVCL and any other authorities, local bodies, and the **Management Body** 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 Sale Deed.

(11) The TRANSFEREE or their family members, staff, visitors, agents, etc. shall not demolish or do any additions / alterations / modifications of any nature in 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 the Building and shall keep the portion, sewers,

drains and pipes in the Said **Property** and the appurtenances there to in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said **Property** is situated. No modifications or changes shall be allowed in the elevation / façade of the project building or the color scheme for all times to come.

(12) The **TRANSFeree** shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the Management Body. The **TRANSFeree** may carry out internal civil work (non-structural) with prior written consent of **TRANSFEROR/ Management Body** and after obtaining prior written opinion of Structural Engineer of repute and also after obtaining prior permission of Gandhidham Development Authority, Adipur /or any other authorities however the **TRANSFeree** shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Part is or other structural members in the Said Property. The **TRANSFeree** is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the **TRANSFeree** of a building to ensure that the building is kept in good repair, such that its structure stability is not compromised in any manner. It will be the responsibility of the **TRANSFeree** of the project to obtain a Periodic Inspection and Maintenance Certificate from a Structural Engineer. The **TRANSFeree** hereby confirms to abide with the statutory requirements in this regard.

(13) The **TRANSFeree** shall not alter/change the size and shape of the door, windows, shutters 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 Block/Unit. The **TRANSFeree** shall install the air conditioners / coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised.

(14) That the **TRANSFeree** shall not put any Name Plates without the prior written permission of the **TRANSFEROR/ Management Body**. The **TRANSFEROR/ Management Body** will provide necessary dimensions and sizes for the Name Plates to be displayed at the entrance of the Units. The **TRANSFerees** shall be allowed to put its Name Plates on the entrance wall/door of their Unit /Shop/Office and shall also follow the instructions of the **TRANSFEROR/Management Body** regarding dimension and size of the Name Plates. The **TRANSFeree** shall never put or install any hoarding, or vinyl

or signage or any drape inside the Said property which is visible from outside the building in any manner and the **TRANSFEE** shall not put or install anything on the façade of the building Only the **TRANSFEROR / Management Body** are authorized to put up the **TRANSFEE**'s name along with all other members / occupiers of the Project at a designated place on the ground floor foyer of the building.

(15) THAT the **TRANSFEE** shall keep insured its **Property** against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and the **TRANSFEE** with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the **Management Body** or the **TRANSFEROR**, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the **Property** being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the **Property**.

(16) That as per the rules of the local authority and norms of the Fire Department, a Fire Fighting System has been installed in the Project Building. The **TRANSFEE** hereby confirm that the responsibility for the maintenance, repair and proper up – keep of the Said system shall be that of the members residing in the Project and any loss, damage, injury, accident, death caused by a fire break out or due to functioning/ non functioning of the fire fighting system shall be the sole responsibility of the **TRANSFEE** and no demand/ action/claims whatsoever in respect of the same shall be made against the **TRANSFEROR** or the **Management Body**. The **TRANSFEE** is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners / **TRANSFEE** of a building to ensure that the fire prevention and safety provisions in a building are kept in good working conditions at all times. It will be the responsibility of the owners / **TRANSFEE** of the project to obtain a Periodic Inspection and Maintenance Certificate from the Fire Protection Consultant. Also, it shall be the responsibility of the Owners / **TRANSFEE** to take renewals of Fire System licenses at their own cost from the competent authority. The **TRANSFEE** hereby confirms to abide with the statutory requirements in this regard.

(19) That the **TRANSFeree** shall permit the **TRANSFEROR/Management Body**, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hours' notice (except in case of emergency) to enter in to and upon his/her/their property and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures 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 water to the Property or any other property in the building in respect whereof the occupiers of such other Property 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 **Management Body**.

(20) The **TRANSFeree** is aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in **Units/Shop/Office** as well as from the neighboring and upper Units. Leaked water/moisture may appear on the walls of Said **Units/Shop/Office** and that may deteriorate the paint and plaster on the walls. **TRANSFeree** is aware that water being a substance in liquid state 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 not connected with construction and cannot be construed to be defects as mentioned in this deed. **TRANSFeree** agree that the **TRANSFEROR** shall not be liable for any damage in the **Unit** due to leakage of water and its various other after effects. However, the **TRANSFeree** hereby undertakes to get repaired the toilets and wet areas at its own cost/expense in case the occupiers of lower or adjoining **Units/Shop/Office** complain of any water leakage in their Offices.

(21) The Lift facility in this building shall be used as per rules of the **Management Body** which is formed for the management of Said building. It is to be economically used. The **TRANSFeree** as well as their family members, staff, visitors or heirs shall not misuse the Said lift and will take care and co-operate about it. The lift is of a standard quality and necessary permissions are taken for its usage. But it is a machine and is not manufactured by the **TRANSFEROR**. Therefore, during the use of the lift and even as a result of any negligence or otherwise, if anyone is injured or any damage occurs then the **TRANSFEROR** shall not become responsible for it and the **TRANSFeree** or their family members, staff, visitors, heirs etc shall not demand/shall not be entitled to demand such damages/compensation from the **TRANSFEROR** and **TRANSFeree** hereby gives assurance and consent in it. The **TRANSFeree** is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/**TRANSFeree** of a building to ensure that the lifts are kept in good repair, such that its use is safe. It will be the responsibility of the owners / **TRANSFeree** of the project to follow the Maintenance Protocol as mentioned in the Said regulations. Also, it shall be the responsibility of the Owners / **TRANSFeree** to take renewals of Lift licenses at their own cost from the competent authority. The **TRANSFeree** confirms to abide with the statutory requirement in this regard.

(22) The **TRANSFEROR** has provided vehicle parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. The **TRANSFeree** hereby is aware and unequivocally agree, consent and confirm that the **TRANSFeree** and their family members shall park their vehicles only in their allotted and or designated general parking area and they shall not be entitled to park in visitor parking area or allotted parking area of any other member of the Project. All parking areas in the Project in hollow plinth, margins or basement) are on allotment basis and allotment rights are solely with the Management **Body** which shall be regulated by the **Management Body** in consultation with the **TRANSFEROR**. The **TRANSFerees** hereby agree to abide by the parking allotment arrangements made by the **Management Body / TRANSFEROR** and not to raise any dispute with regards to the same in the future. The **TRANSFeree** hereby declare that they have not paid any amount to the **TRANSFEROR** towards the allotment of parking slots. The **TRANSFEROR/ Management Body** shall be entitled to take strict action against the **TRANSFeree**, including imposition of fine, if they don't follow the parking rules. The **TRANSFeree** is aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project.

(23) The **TRANSFeree** hereby acknowledges that even after the **Management Body** has been formed with respect to the Said Project, the **TRANSFEROR** shall be entitled to sell or in any other manner transfer the unsold units(s) in the Said **Project** to any prospective **TRANSFeree** on such terms and conditions as it may deem fit and such **TRANSFeree / transferee** of unsold Offices shall be entitled to become member of the **Management Body** and use all common areas and facilities in the **Project** at par with other unit **TRANSFerees / occupiers**. It is expressly agreed between the Parties and the **TRANSFeree** hereby agrees and confirms that the **TRANSFEROR** shall not be liable to pay maintenance and all other charges of any nature whatsoever on the unsold units in the Said Project.

(24) The **TRANSFeree** and their family members, staff, visitors, etc. shall not spoil or damage any part of the common property or amenity. The **TRANSFEROR/ Management Body** shall be entitled to impose fine on any person spoiling or damaging the common property or rendering it unfit for public use and also recover the cost of repairs from the **TRANSFeree**.

(25) That if the **TRANSFeree** is found to have committed breach of any of the conditions then the **TRANSFEROR** and/or **Management Body** shall be entitled to specifically enforce the terms and conditions of this Sale Deed and/or agreement for sale After obtaining previous written permission of the **Management Body / TRANSFEROR**. the **TRANSFeree** shall be entitled to transfer/sell, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of **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 **TRANSFerees/** occupiers have committed breach or default in compliance of the terms and conditions of this sale deed or any other agreements entered into with of the **Management Body** or its rules, resolution etc as the case may be and if the activities of the transferor or transferee are not suitable to the Building/**Management Body**. The **TRANSFeree** shall take prior written permission from the **TRANSFEROR / Management Body** before giving the Said Property or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the **TRANSFeree** to inform the concerned Police Station about the renting of the Property as per prevailing laws.

(26) That the **TRANSFeree** and the persons to whom the Said **Property** shall be subsequently transferred, assigned or given possession of with the permission of the **Management Body** of the Said **Project** shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the Said **Management Body** may require for safeguarding the interest of the Said **Property** and its occupiers.

(27) That the **TRANSFeree** and persons to whom the Said **Property** shall be subsequently transferred, assigned, leased or given possession of shall observe, obey and perform the rules, regulations and resolutions, which may have been made by **Management Body** for the protection, maintenance, use and transfer of the Said **Property** and other space and premises therein and/or in the compound. They will also abide by the building rules, regulations and bye-laws for the time being of the Gandhidham Development Authority, Adipur, Gandhidham Municipal and other concerned authorities of the government.

(28) That if the **TRANSFeree** or its family members, guests or any person claiming under the **TRANSFeree** have damaged or caused to have damaged any of the common properties/amenities/facilities of the Said project or the **TRANSFeree** are found to have committed breach of any of the conditions without prejudice to the right of expulsion of the **TRANSFeree** from the occupation and membership of the Said **Management Body** and forfeiture of

its price and share, the Said **TRANSFEROR/ Management Body** shall have absolute right to compel the **TRANSFeree** to rectify the damages at its own cost and in default, shall have a right to cause it to be done through its agents and family members, staff, visitors at the cost of **TRANSFeree** and transfer it in any manner they like for making good the losses, expenses etc suffered by **Management Body**.

(29) All the terms, conditions, stipulations and provisions of this sale deed have been agreed and understood by the **TRANSFeree** and the same shall be binding upon the heirs, assigns, transferee of the **TRANSFeree** and all other subsequent transferees and future owners and occupiers or tenants of the Said Property.

(30) The Said Scheme shall always be known as "**SHREENATHJI HEIGHTS**". This name shall not be normally changed under any circumstances by the **TRANSFeree** and other **Units/Shop/Office** holders.

(31) The Said **Property** is situated outside the area covered by the Gujarat Prohibition of Transfer of Immovable **Property** and Provisions for Protection of Tenants from Eviction from premises in disturbed area Act, 1991 and therefore, no prior permission of the Collector of Kutch for the transfer of the Said **Property** is required to be obtained for this Sale Deed.

(32) The Said Purchase Consideration excludes any taxes, levies, cess, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the Said Property or howsoever arising from the transaction contemplated herein to any Government Authority, any and all taxes from time to time that is service tax, value added tax (VAT), GST or any tax, levy or imposts etc. arising from sale or transfer of the Said Property or the transaction contemplated herein. They all shall be borne and paid by the **TRANSFeree** as may be demanded by the **TRANSFEROR / Project Management Body** from time to time.

(34) THAT the expenses for Stamp Duty, Additional Stamp Duty, (if any) Registration fees, miscellaneous expenses, Lawyer's fees etc in respect of this sale deed shall be borne by the **TRANSFeree only**.

(35) The **TRANSFeree** will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.

(36) If within a period of five years from the date of handing over the Office to the TRANSFEREE, the TRANSFEREE brings to the notice of the TRANSFEROR any structural defect in the Office or the building in which the Office are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the TRANSFEROR at his own cost and in case it is not possible to rectify such defects, then the TRANSFEREE shall be entitled to receive from the TRANSFEROR, compensation for such defect in the manner as provided under the Act. Provided that the TRANSFEROR 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 TRANSFEROR or beyond the control of the TRANSFEROR.

(37) In any case of Dispute between TRANSFEROR and TRANSFEREE, first try of Dispute Resolution would be done mutually, in other case the dispute resolution would be Governed / Solicited by Gujarat RERA Authority as Per RERA ACT 2016 and Gujarat RERA General Rules 2017 and its Amendment thereafter.

(38) **Severability Clause** : If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

(39) The TRANSFEROR hereby also confirms that he/she will provide possession to the TRANSFEREE Within 15 days of obtaining Building use permission or from the date of signing this deed whichever is later.

(40) As per the RERA Act 2016 and Gujarat General Rules 2017 this said project in name of **Shree Hariom Co-Operative Commercial Service Society limited**; is registered with Gujarat RERA Authority and its registration number for the same.

41. Guj Rera Registration number is
_____ Dated_____.

42. Every allottee must participate towards housing Society.

43. 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 or association of buyer.

44. All Common areas and common amenities i.e. undivided proportionate share are transferred to association and the Prompter has no rights afterwards.

45. After agree on all points of Model Draft Agreement of General rules and regulation of Real estate (regulation and development) act 2016(RERA) we had registered Agreement for sale as on dt: _____ with registered number _____ and afterword we had made such sale deed.

46. B.U. Certificate no. _____ received as on dt. _____.

Schedule -I
(Description of Land of Entire project)

Land bearing **Plot No.02, Sector No.8** admeasuring 1877.12 Sq. Yards i.e. 1569.27 Sq. Meters or thereabouts situate, lying and being at **Gandhidham-Kutch** Taluka Gandhidham District KACHCHH in the Registration Sub-Register office Gandhidham

SCHEDULE-II

(Description of Said Plot No.02, Sector No.8, Gandhidham-Kutch; hereby sold)

SURROUNDED ON NORTH BY : 200 FEET WIDE ROAD

SURROUNDED ON SOUTH BY : PLOT NO. 4 & 14

SURROUNDED ON EAST BY : PLOT NO. 01

SURROUNDED ON WEST BY : PLOT NO. 03

A constructed office having admeasuring covered area _____ Sq. Meters, admeasuring Built up area _____ Sq. Meters, together with undivided land share area admeasuring _____ Sq. Meters or thereabouts of the above said plot of land, bearing Office No. _____, on Ground Floor in building known as "Shreenathji Heights" in the Lease Hold land bearing **Plot No. 02, Sector No. 8**, in Shree Hariom Co-Operative Commercial Service Society Limited at situate, lying and being at Gandhidham, SUB-DISTRICT & SUB-REGISTRATION DISTRICT: Gandhidham District & REGISTRATION DISTRICT: KUTCH in the STATE of Gujarat.

The Said Office No. _____ Ground Floor, Plot No. 02, Sector No.8, Gandhidham-Kutch; is bounded as under:

SURROUNDED ON NORTH BY :

SURROUNDED ON SOUTH BY :

SURROUNDED ON EAST BY :

SURROUNDED ON WEST BY :

SCHEDULE III

(Description of common areas and facilities in the Project)

One Automatic Lift For Block

IN WITNESS WHEREOF the parties hereto have hereunder set and
subscribed their respective hands hereunder on this _____ the day of —
_____, 2023 at Gandhidham-Kutch.

WITNESSES :

1.

SHREE HARIOM CO-OPERATIVE
COMMERCIAL SERVICE SOCIETY
LIMITED., — THROUGH ITS
DIRECTOR —

i.e. THE TRANSFEROR

2.

i.e. THE TRANSFEREE