

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE (hereinafter referred to as the “**Conveyance Deed**”) is made at Ahmedabad this ____ day of _____, Two Thousand Eighteen:

BETWEEN

AAVKAR PROJECTS PALDI [PAN: ABIFA2438B] a partnership firm duly registered under the provisions of the Partnership Act, 1932 having its office at 201-202, Ayana Complex, Zydus Hospital Road, Thaltej, Ahmedabad-380059 (hereinafter referred to as the “**Promoter**” which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include said Promoter its designated partner(s) and/or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner, their or his assigns) represented through its authorized signatory Mr. _____
[AADHAAR : _____] of the **FIRST PART**;

AND

XYZ , [PAN : _____] [AADHAAR : _____] adult, residing at _____ hereinafter referred to as the "**Allottee**" or "**Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its legal representatives, executors, successors and permitted assigns) of the Second Part

For the sake of convenience, the Promoter and the Allottee shall be hereinafter collectively referred to as the **Parties** and individually as **the Party**.

WHEREAS

- A. The Promoter is seized and possessed of or otherwise well and sufficiently entitled to all that 694 square meters of non agricultural land for residential use bearing plot no.15 (forming part of final plot no.811) in Brahmakshatriya Co-Op. Housing Society Limited a society registered under the provisions of Bombay Co-operative Societies Act vide sr. no. B.S. 49 dated December 19, 1924 developed on non agricultural land for residential use bearing final plot nos.810 to 814+818/1+2 of town planning scheme no.3 (ellisbridge), situated, lying and being at mouje Kocharab, Taluka Sabarmati within the Registration Sub-District Ahmedabad-4 (Paldi) & District Ahmedabad (hereinafter referred to as the "**said Land**") as more particularly set out in **First Schedule** hereunder written.
- B. The said Land was converted from agricultural use into non-agricultural land for residential use pursuance to the order of the City Deputy Collector dated October 30, 1957 and the was recorded vide sr.no.164/272+853 in village form no.2 of the revenue records.
- C. By virtue of sale deed dated June 27, 2017 (i) Niraj Mahendra Thakor, (ii) Rena R Shah daughter of Mahendra Thakor represented through her power of attorney holder Niraj Mahendra Thakor, (iii) Jaimin Vijayan Nair and (iv) Anuj Vijayan Nair as the vendors therein sold and conveyed the Said Property in favor of M/s. Aavkar Projects Paldi as the purchaser therein. The said sale deed was registered with the office of sub registrar of assurances, Ahmedabad-4 (Paldi) vide sr.no.5226 dated June 27, 2017 and the same was entered in the revenue records vide mutation entry no.7225 dated July 14, 2017 which was certified by the Circle Officer on September 1, 2017. The

society has vide its resolution no.2 dated August 6, 2017 transferred the Said Property in favor of the Promoter.

- D. The Promoter in accordance with the Approved Plans, has promoted a residential project known as “**ADINATH RESIDENCY**” developed on the said Land comprising of 1 (one) basement, Ground Floor + 7 (Seven) floors (hereinafter referred to as the “**said Building**”) along with the development of various common facilities, amenities and recreation viz. stair cases, floor foyers, elevators, terrace, basement and ground floor parking area and all other common amenities to be developed in the common areas of the said Land and the said Building (hereinafter referred to as the “**Common Areas and Amenities**”). The development of the said Building and Common Areas and Amenities on the said Land shall be hereinafter referred to as the “**said Project**”.
- E. The Ahmedabad Municipal Corporation (“**AMC**”) has approved the proposed development plans of the said Project in case no. BLNTS/WZ/050218/CGDCR/A0565/R0/M1 in accordance with the terms and conditions set out therein (hereinafter referred to as the “**Approved Plans**”) and the permission to commence the construction of the said Project on the said Land was given by the AMC vide Rajachitthi no. 00603/050218/A0565/R0/M1 dated April 12, 2018 (hereinafter referred to as the “**Commencement Certificate**”).

For the sake of convenience and reference in this Deed of Conveyance:-

- i. The Said Land where the Said Project will develop, the stair cases, lifts, staircase and lift lobbies, fire escapes, common entrances and exits of buildings, common basements, common terraces, open parking areas, security cabins, electricity rooms, gas service area, water tanks, sanitation, sumps, motors, compressors, ducts and all apparatus connected with installations for common use, all facilities as provided in the said Project shall be referred to as the “**Common Areas**”:
- ii. The facilities provided in the Common Areas and to be used in undivided form collectively by the Allottee in the Project (as more particularly described in the **Second Schedule** herewith)
- F. The Promoter herein is legally entitled to develop the said Project on the said Land and also entitled for enter into an Agreements to Sell,

Deed of conveyance or any other documents in relation to the sale of residential flats in the said Project in favor of the Allottee and receive the sale consideration in respect thereof.

- G. The Allottee herein approached the Promoter with the intent to purchase a Flat in the said Project and in pursuance to the discussion held amongst the Parties, the Promoter have agreed to allot/sale and the Allottee has agreed to purchase flat no. _____ admeasuring _____ square meters of carpet area together with _____ square meters of exclusive balcony therein aggregating to _____ square meters of construction located on the ____ floor of the said Building (**"Said Flat"**) together with the undivided proportionate share admeasuring _____ square meters in the said Land and the Common Facilities as well as the rights to use the said Common Facilities with all the other Allottee in the Project (hereinafter referred to as the **"Undivided Proportionate Share"**).
- H. The carpet area of the Said Flat as set out above. "carpet area" means the net usable area of the Said Flat, excluding the area covered by the external walls and areas under services shafts but includes the area covered by the internal partition walls of the Said Flat.
- I. Pursuant to the above Promoter has issued a letter of allotment dated _____ in respect of the Said Flat to the Allottee and upon payment of the amount equivalent to 10% or thereabout as well as additional amount of earnest money by the Allottee to the Promoter, the Promoter has agreed to sell the Said Flat for a total consideration of Rs. _____ (Rupees _____ only) (**Sale Consideration**) and entered into an agreement for sale in respect of the Said Property in accordance with the terms and conditions setout thereunder. The said agreement for sale has been registered in the office of the Sub-Registrar of Assurances, Ahmedabad-4 (Paldi) vide sr.no. _____ on _____ (hereinafter referred to as the **Agreement**)

For the sake of convenience and reference in this Deed of Conveyance:

The Said Flat and the Undivided Proportionate Share as well as the Common Facilities and right to use it shall be collectively referred to as the **"said Property"**; the said Property is more particularly described in the **Third Schedule** hereunder written.

- J. The Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. Creative Studio and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Gujarat Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as "the said Rules") made thereunder and the Allottee is satisfied in respect of the same;
- K. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of revenue records / city survey records showing the nature of the title of the Promoter to the Project Land on which the said Project is developed or to be developed have also been inspected by the Allottee and is satisfied in respect of the same.
- L. The Promoter has submitted the Project for registration with the Real Estate Regulatory Authority (RERA) as per the provisions of the Said Act and the Said Rules and pursuant to the same the Project has been registered with RERA under Reference/Order No. _____ dated _____. (Copy of Registration Certificate is annexed herewith at **Annexure-B**)
- M. The authenticated copies of the Approved Plans of the Layout as approved by the Ahmedabad Municipal Corporation, the authenticated copies of the plans and specifications of the Said Flat agreed to be purchased by the Allottee and the authenticated copies of the layout and floor plans as proposed by the Promoter and according to which the construction of the projects and Common Areas are proposed to be provided for in the said Project has been inspected by the Allottee. (copies of the layout and floor plans are collectively annexed herewith at **Annexure-C1 & Annexure-C2**)
- N. The Promoter undertook the development of the Project as per the Approved Plans and has completed the construction of the said Building and other development works of the said Project; and pursuant to the same AMC has issued Occupancy Certificate (OC) and/or the Building Use Permission (BU) vide its reference no. _____ dated _____ (copy of the same is annexed herewith as **Annexure-D**). The Promoter shall be solely entitled to utilize the remaining FSI available at any time in future over the said Land and the Promoter or any other person authorized by

it may utilize subject to the necessary approvals from the competent authority and the building regulations in force at the relevant time.

- O. In pursuance to the confirmations, representations and assurances given by the Parties to each other to faithfully abide by all the terms, conditions and stipulations contained in the Agreement and all applicable laws the Promoter is hereby executing this Deed of Conveyance in respect of the Said Property in favor of the Allottee.

NOW THIS INDENTURE WITNESSETH that

1. INTERPRETATION

In this Conveyance Deed, unless the context otherwise requires:

- i. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Conveyance Deed, from time to time be amended, supplemented or re-enacted;
- ii. Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- iii. The captions and headings, if any, are for the purpose of convenience and reference only and shall not be deemed to supersede or modify the substance in the text written thereunder and shall not be used in and shall not affect the construction and interpretation of this Conveyance Deed;
- iv. Terms and words beginning with capital letters and defined in this Conveyance Deed shall have the meaning ascribed thereto herein, and terms and words defined in Annexure/Schedule and used therein shall have the meaning ascribed thereto in Annexure/ Schedule;
- v. Words "include" and "including" are to be construed without limitation;
- vi. Any reference to "day" shall mean a reference to a calendar day; any reference to "month" shall mean a reference to calendar month;
- vii. Annexure, Plans and Schedules to this Conveyance Deed form an integral part of this Conveyance Deed and will be in full force and effect as though they were expressly set out in the body of this Conveyance Deed;
- viii. Reference to this Conveyance Deed or any other agreement, deed, instrument or document of any description shall be construed as reference to such agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, notated or suspended;

- ix. Reference to Recitals, Clauses, Sub-Clauses, Schedules, Annexure in this Conveyance Deed shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Sub-Clauses, Schedules, Annexure of or to this Conveyance Deed;
- x. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Conveyance Deed is not a business day, then the period shall run until the end of the next business day;
- xi. Any word or expression used in this Conveyance Deed shall unless defined or construed in this Conveyance Deed, bear its ordinary English meaning;
- i. In pursuance of the aforesaid and the full and final aggregated amount of Sale Consideration of Rs._____ (Rupees _____ Only) comprising of price for the Said Flat bearing No.____ admeasuring _____ square meters of carpet area and _____ square meters of balcony appurtenant to the Said Flat located on the ____ floor in the said Building which also includes proportionate price of undivided rights in the common areas and amenities being duly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and acquit, release and discharge the Allottee from every part thereof forever), the Promoter doth hereby conveys, transfers, assigns, assures, grants in favour of the Allottee free from encumbrance and reasonable doubts the right title and interest in the said Property being Flat no.____ of **ADINATH RESIDENCY** developed on all that 694 square meters of non agricultural land for residential use bearing plot no.15 (forming part of final plot no.811) in Brahmakshatriya Co-Op. Housing Society Limited developed on non agricultural land for residential use bearing final plot nos.810 to 814+818/1+2 of town planning scheme no.3 (ellisbridge), situated, lying and being at mouje Kocharab, Taluka Sabarmati within the Registration Sub-District Ahmedabad-4 (Paldi) & District Ahmedabad along with rights to use the common amenities and facilities in the said Project known as '**ADINATH RESIDECNY**' and that the Promoter has simultaneously upon execution hereof entitled the Allottee an irrevocable license to enter upon the Said Flat to undertake the activities in relation to the interior and designing of the Said Flat. The Promoter having handed over and the Allottee having taken over vacant, peaceful and physical possession of the Said Flat free from all encumbrances; this deed shall be valid only after realization of

all the payments; and if any cheques or payments not realized pursuant to the execution hereof then in such event all the transaction made by the Allottee by way of mortgage, sale, transfer, gift, lease etc. in respect of the said Property shall become void, invalid and illegal.

2. The Allottee and its successors in title and assigns at all times hereafter at will and pleasure for all permitted purposes shall be entitled to free *ingress* to and *egress* from the Said Flat AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Promoter in to out of or upon the Said Flat or any part thereof and TO HAVE AND TO HOLD all and singular the said Property hereby transferred, assigned, granted and assured or intended or expressed so to be with their and every of their rights and appurtenances UNTO AND TO THE USE and benefit of the Allottee, their successors in title and assigns forever however SUBJECT TO the terms herein contained including the payment of all AND THAT notwithstanding any act, deed, matter or thing whatsoever by the Promoter and the Promoter or any person or persons lawfully or equitably claiming by, from, through, under or in trust for it made, done, committed, omitted or knowingly or willingly suffered to the contrary the Promoter and the Promoter now hath in itself good right full power and absolute authority to grant convey transfer and assure the said Property hereby granted conveyed transferred and assured or intended so to be unto and to the use of the Allottee in manner aforesaid AND THAT it shall be lawful for the Allottee from time to time and at all times hereafter peaceably and quietly to hold enter upon, use, occupy, possess and enjoy the said Property hereby granted conveyed transferred and assured with their appurtenances without any hindrance, lien, charge, interest, denial, demand, interruption, eviction and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit AND THAT the Promoter has handed over the copies of all the relevant documents, abstracts and extracts in relation to the Said Flat.
3. The Allottee covenants that a service society/association to be known as the ' _____ **Co-operative Housing Service Society Ltd.** ", registered under the provisions of the Gujarat Co.Op. Societies Act, 1961 vide reg. no. _____ dated _____ (**Society**) / _____ **Association**, an association of persons has been incorporated for the proper and effective administration of the said "ADINATH RESIDENCY" and the Allottee shall be a member of the said Society and shall also liable for the payment of maintenance deposit & maintenance charges etc. on demand in respect of the said

Property to the said Society and shall follow all the rules, regulations and byelaws of the Society from time to time and shall use the common amenities and facilities along with other members of the Society.

4. The Allottee represents, undertakes and warrants that: -
 - i. The Allottee, as the unit holder in the said Building, will duly get admitted as the member of the Society and will sign and execute all such necessary application forms, affidavits, declarations, undertakings, model bye laws/bye laws formed by the Society from time to time and at all times as may be required and amended by the Promoter and/or the Society;
 - ii. The Promoter shall be in absolute control of the said Project as well as all the unsold flats in the said Project till the Promoter has received full and final consideration for each and every flats in the said Project and each one of them is duly conveyed/transferred in favor of its respective Allottees;
 - iii. Any transfer or assignment *inter-vivos* or by operation of law or any disposal in any manner whatsoever, of rights under these presents by the Allottee or by way of transmission thereof on account of inheritance or succession shall always take effect along with the shares and membership of the Society and as per common interest, and as per the bye-laws of the Society;
 - iv. The Allottee herein shall be required to obtain a prior approval and a no objection letter from the Promoter till the management of the said Project is handed over to the Society and Society thereafter in the event the Allottee herein intends to sell, convey, mortgage, lease, sub lease, sub let or transfer its right, title and interest in the said Property to any other person in any manner whatsoever. The Allottee herein shall be responsible for the payment of the Transfer Fees and all outstanding dues to the Promoter till the sale of all the flats in the said Project is duly completed and the possession of each flat is handed over to the respective prospective Allottees and the operation and management of the said Project is handed over to the Society and only subject to which the Promoter or the Society (after the operation and management of the said Project is handed over to the Society) shall permit and allow such transfer;
 - v. Over and above the representations, covenants, undertakings, declarations given by the Allottee herein as well as the terms and

conditions set out in this Conveyance Deed the Allottee shall comply with, perform and observe all the conditions, provisions, obligations, stipulations, covenants and restrictions set out in Annexure-A hereto and the same shall be covenants running with the sale of the said Property in favor of the Allottee and their successors from time to time;

- vi. All stamp duty (present and future), registration charges and legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by the Allottee only. The Allottee has also deducted TDS in respect of the payment made to the Promoter as per the provision of the Income Tax Act 1961.
- vii. The said Land does not fall under the Disturbed Area and is not subject to The Gujarat Prohibition of Transfer of Immovable Property & Provision for Protection of Tenants from Eviction from Premises in Distributed Areas Act, 1991.

FIRST SCHEDULE ABOVE REFERRED TO

All that 694 square meters of non agricultural land for residential use bearing plot no.15 (forming part of final plot no.811) in Brahmakshatriya Co-Op. Housing Society Limited developed on non agricultural land for residential use bearing final plot nos.810 to 814+818/1+2 of town planning scheme no.3 (ellisbridge), situated, lying and being at mouje Kocharab, Taluka Sabarmati within the Registration Sub-District Ahmedabad-4 (Paldi) & District Ahmedabad and is bounded as under:-

On or towards East :- T.P. Road
On or towards West :- Plot No.16
On or towards North :- Plot No.22
On or towards South :- T.P. Road

SECOND SCHEDULE ABOVE REFERRED TO

Internal Access, Common underground water tank with pressure pump, main gate with security cabin, Lift, Internal Drainage lines, Borewell, Street Lights, Percolating Well, Plantation, CCTV Cameras for common area surveillance.

THIRD SCHEDULE

DESCRIPTION OF THE SAID PROPERTY

Flat No._____ having carpet area admeasuring _____ square meters and area of exclusive balcony admeasuring _____ square meters aggregating to total _____ square meters of construction located on _____ floor of the

residential project known as "**ADINATH RESIDENCY**" together with undivided proportionate share admeasuring _____ square meters in all that 694 square meters of non agricultural land for residential use bearing sub-plot no.15 in Brahmakshatriya Co-Op. Housing Society Limited developed on non agricultural land for residential use bearing final plot nos.810 to 814+818/1+2 of town planning scheme no.3 (ellisbridge), situated, lying and being at mouje Kocharab, Taluka Sabarmati within the Registration Sub-District Ahmedabad-4 (Paldi) & District Ahmedabad along with rights to use the common amenities and facilities in the said Project and Said Flat is bounded as follows:

On or towards East:-

On or towards West:-

On or towards North:-

On or towards South:-

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE)
WITHIN NAMED - PROMOTER)
AAVKAR PROJECTS PALDI)
represented through its authorized)
signatory Mr. _____) _____

IN THE PRESENCE OF

1. _____

2. _____

RECEIPT

Received by the Promoter an amount of an aggregated Sale Consideration of Rs. _____ (Rupees _____ Only) after deducting the applicable Tax Deducted at Source under the provisions of the Income Tax Act, 1961 from the Allottee and the details whereof is set out herein under:-

Amount (Rs.)	Reference No.	Date	Bank & Branch
	Tax Deducted at Source		
	Rupees Only		

I SAY RECEIVED

AAVKAR PROJECTS PALDI
represented through its authorized signatory
Mr. _____

ANNEXURE – A

The Allottee agrees, confirms and accepts the Matters, Conditions-Restrictions-Prohibitions-Stipulations-Covenants etc. as stated hereafter:

1. The Allottee has adequately satisfied himself about the title and specification of the overall Project and that the Allottee has no grievance or complaint in relation to the title or the specifications, workmanship or materials or used therein.
2. By virtue of the execution hereof, the Promoter and the Promoter have sold, transferred and conveyed the right title and interest in favor of the Allottee limiting to the Said Flat together with undivided proportionate share in the said Land only and no other area in the said Project and that the Promoter and the Promoter shall be without any restriction or requiring any approval of the Allottee shall be entitled to deal with the other flats and space in the said Project in favor of any other person in the manner the Promoter and the Promoter may deem fit.
3. So long as it does not prejudicially affect the right of the Allottee in respect of the Said Flat, any part of the said Building interior or exterior, margin land, open areas, open spaces, walls, compound walls, parapet walls, terraces, lift well, etc. may be used or allowed to be used for advertisement, hoardings, neon sign lights, display, etc. to any person for hire, reward or for any other consideration and manner as it may deem fit. The said hoardings must be installed after obtaining all the permissions and no objection certificates from the concerned authorities and they should not obstruct view, sun light, wind and ventilation of the Said Flat. All the safety measures shall be strictly observed.
4. The Promoter shall be entitled to provide the covered parking area in the basement and ground floor and the parking that can be provided in the open margin lands and other open areas and spaces for parking of vehicles or for other convenient purposes as the Promoter may deem fit.
5. The Allottee shall keep the Said Flat, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the said Building other than its premises.

6. i) The Allottee shall not at any time demolish or cause to be demolished the Said Flat or any part thereof nor shall make any additions or alterations in the design or specifications thereof nor shall make any new opening of door, window or otherwise. The Allottee shall not make any alterations in the elevations and outside color scheme of the outer wall in the exterior of the Said Flat. The Allottee shall not decorate the exterior of Said Flat other than in the manner in which the same is decorated. However the Allottee can display the signboard of his choice according to dimensions mutually agreed by the Promoter and the Allottee.
 - ii) If any penalty, premium or any other charges are levied by the Ahmedabad Municipal Corporation or any other authority in respect of any additions or alterations if made by the Allottee, the same shall be borne and paid by the Allottee, if the same are concerning the Said Flat and/or to the extent of the undivided entitlement of the Allottee in the said Land, and if the same area of common nature, by the Allottee in common with others.
7. The Allottee shall not change, or make any holes or openings, or draw or lay any wires, cables, pipes through, or in any other manner damage, the columns, beams, slabs or RCC part or walls or other structural members of the Said Flat or any part of the Complex without prior written consent of the Promoter and/or the Society.
8. The Allottee shall not use the Said Flat or permit the same to be used for any purposes whatsoever other than for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other premises or for any illegal or immoral purposes or for the purposes prohibited by law. The Allottee will not use or permit to be used the Said Flat or any part thereof for (hotels, guest house, lodging & boarding, nursing home or hospital. The Said Flat shall be used, occupied and enjoyed subject to other rules of the scheme as may be framed by the Promoter. The Allottee shall perform and observe the same, and shall abide by them.
9. If within a period of 5 (five) years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in

case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

- 9.1 The Allottee shall take possession of the Said Flat within 15 days of the written notice from the promoter to the Allottee intimating that the Said Flat is ready for use and occupancy
10. The Allottee will not use or permit to be used the common passages, stairs, staircases or any other open areas, spaces, margin lands etc. for storage or keeping any articles or things.
11. The Allottee shall not store in the Said Flat or in any common areas or bring in the said Building any goods which are hazardous, combustible or with strong smell or excessively heavy so as to affect or damage the construction or structure of the building, and shall not carry or cause to be carried heavy packages to the Said Flat which are likely to damage the lifts, staircase, common passages, other spaces or any other structure or parts of the Complex, its amenities, facilities and services.
12. In pursuance to the execution of this Conveyance Deed, in case of any amount becomes payable to the Ahmedabad Municipal Corporation, the State Government or other public authority like betterment charges or development taxes or payment of similar and/or any other nature in relation to the entitlement of the Allottee under this Conveyance Deed, the same shall be paid and borne by the Allottee and/or its successor in title as may be levied by the authority on pro-rata basis.
13.
 - i) The Allottee shall be responsible and liable to bear and pay, at actuals, all Municipal Taxes, cesses, dues and impositions of every description of the Ahmedabad Municipal Corporation, Gram Panchayat, of the State and/or Central Government and/or any other public bodies and authorities, which exclusively relate to or pertain to the Said Flat.
 - ii) All common maintenance expenses relating to security, sweeping, cleaning, lightening, maintenance, repairs, replacement, upgradation

etc., of the said Building, and amenities, facilities, services, conveniences, and utilities therein; common expenses of administrative, management, staff, personals, maintenance of accounts and records and other similar or other related matters; and any other expenses of common nature (the "CME") shall be borne and paid by the Allottee and other Allottees of other premises, and as may be fixed by the Promoter.

iii) Without prejudice to aforesaid, if the Promoter makes any other arrangement for maintenance and to meet the common maintenance expenses, the same shall be binding upon the Allottee and the Allottee shall be obliged to act in accordance therewith, which may include payment of any amount by way of permanent maintenance deposit.

iv) The CME will be required to pay by the Allottees of the premises. Notwithstanding, the fact that the said Building is put to use and the holders of the premises who have already purchased the premises have commenced use of their respective premises, involving use of Common Services, the Promoter shall not be required to pay or contribute CME for any un-disposed of premises or to pay any amount whatsoever towards maintenance of the Common Services, and the same shall be paid prospectively only upon the unsold premises are disposed of. If any flats are unsold one year after date of B.U. Permission, then the maintenance expenses of those unsold flats will be borne by the Promoter.

14. The Society consisting of the unit holders in the said Project as its members and share holders for the purpose of operation and maintenance of the said Project and that the Allottee shall be bound to become a member of the Society and to observe the terms and conditions and rules and regulations as set out in the bylaws of the Society and the rules framed by the Society from time to time and at all times.

15. The Allottee is aware that the Promoter shall operate and maintain the said Project and that the Allottee shall be bound to comply with all the terms, conditions, charges, rules and regulations laid/formed by the Promoter. The said Project shall be under the over-all control and management of the Promoter. And of the Society after the same is handed over to Society, and the decision of the Promoter/Society/Maintenance Company in all matters relating

thereto including code of conduct, rules and regulations for use in the said Project shall be final, conclusive and binding upon the Allottee.

16. The Promoter may have declared and announced the said Project by issuing brochure and pamphlets and also inserting advertisements in newspaper and advertising in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been declared or advertised as aforesaid, what is agreed upon herein shall prevail.
17. Any delay by the Promoter/Society in enforcing the terms of this Conveyance Deed or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoter/Society of the Purchase nor shall the same in any manner prejudice the remedies of the Promoter/Society.
18. The Allottee hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
19. The Allottee hereby declares that he has read, understood and agreed each and every term of this Conveyance Deed before execution.
20. The Allottee has agreed to indemnify and keep indemnified the Promoter and other flat holders against any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any delay, default, breach or violation of any of the conditions and obligations aforesaid.

Flat No.____, ADINATH RESIDENCY, Kocharab, Ahmedabad

PROMOTER

ALLOTTEE:-

Flat No.____, ADINATH RESIDENCY, Kocharab, Ahmedabad

PROMOTER

ALLOTTEE:-

Annexure-B

Copy of RERA Registration Certificate of the Project

Annexure-C1

layout plan of the Project

Annexure-C2

floor plan of the Said Flat

Annexure-D

Copy of Occupancy Certificate / Building Use Permission

SCHEDULE
UNDER THE PROVISIONS OF SECTION 32(A) OF REGISTRATION ACT

PROMOTER

AAVKAR PROJECTS PALDI

represented through its authorized signatory

Mr. _____

PURCHASER:-
