

:: DEED OF CONVEYANCE ::

This Deed of Conveyance is made and executed at Surat on this ____ day of ____ in the Year 2018,

Between

MEET CORPORATION (PAN : ABAFM4297L)

A Partnership firm, Having its Principal Place of Business at Block No. 205, F.P.No.105, T.P.Scheme No. 37 (Althan South), Opp Sai K.G.Bungalow, Canal Road, Althan, Surat 39500.....
Through its Partner-

SUNIL JORABHAI PATEL

Age : 51, Occupation : Business, Residing at : 49/302, Vivekanand Apartment, Narmad Nagar Society, Athwa Lines, Surat 39500.....

Hereinafter referred to as the **“VENDOR/PROMOTER/BUILDER”**

Hereinafter referred to as the **“PROMOTER/DEVELOPER”**

(which expression unless it be repugnant to the context or meaning thereof shall mean and include the said partnership firm, its partners for the time being and from time to time, their respective legal heirs, executors, administrators and assigns etc.)

----- **Party of the First Part**

AND

1.

AGE: YRS,

OCC :

PAN NO. :

.....

RESIDING AT :

Hereinafter shall be referred to as the **“PURCHASER/ALLOTTEE(S)”** (Which expression shall, unless repugnant to the context or meaning thereof mean and include his/her / their legal heirs, executors and approved assigns / nominees only)

----- **Party of the Second Part**

AND

CORAL BUGLOWS OWNERS WELFARE ASSOCIATION OR CORAL BUNGLOWS CO-OP. SERVICE SOCIETY LTD.

having its office at Surat

----- **Party of the Third Part**

WHEREAS, THE VENDOR is the owner of the property situated at Village Althan, Taluka Majura , District Surat in the State of Gujarat, being and bearing – Old Revenue Survey No. 158/2, Block No. 205, included in T.P.Scheme No. 37 (Althan South), Final Plot No. 105 area 2701 sq.mt. and it being the subject matter of these presents and hereinafter wherever the context permits so, referred to as **‘the said Property/land’**.

AND WHEREAS the said land was purchased by the Vendor by a duly executed Sale Deed presented and registered in the office of the Sub-registrar Surat 5 Althan at Serial No. 3196 on

13/04/2016 **AND WHEREAS** the said land was mutated in the name of the Vendor in the Record of Rights

AND WHEREAS the Collector, Surat vide his order No. A/BKHP/S.R.No. 193/12-13/Vashi.962/13 dated 18-6-2013 permitted the said land for non-agricultural usage for residential purpose **AND WHEREAS** plans for residential bungalows construction were approved by the Surat Municipal Corporation on 6-5-2015 vide Rajachitthi No. TDO/DPA No. 47

AND WHEREAS thus the Vendor is well and sufficiently entitled to develop the said property by implementing ownership residential Project therein.

AND AND WHEREAS the VENDOR launched the Residential Row house Project of development and sale of the units upon the said land under the name style as “ **CORAL BUNGLOWS**” (in short the “**Said Residential Project**”).

AND WHEREAS the Promoters have also appointed Shri Anil Narottambhai Patel B.E.(Civil) of 102, Time Square, Timliyawad, Nanpura, Surat 395001 as the Structural Engineer for structural designs and drawings of the project and the Promoters have accepted professional supervision of the Architects and the Structural Engineers till the completion of the Residential Project.

AND WHEREAS the Promoters have appointed the legal advisor, who investigated the title to said Property and has granted the Title Certificate to the said Residential Project and same is annexed herewith.**AND WHEREAS** the Promoters Firm have appointed **Mr. SUNIL JORABHAI PATEL** by virtue of Power of Attorney registered in the Office of Sub-Registrar, Surat at Sr. No. **on** to execute/admit the execution of this Agreement.

AND WHEREAS the Promoter is in possession of the Residential Project land and are entitled and enjoined upon to construct row houses on the Residential Project land

AND WHEREAS the Promoters have constructed the Residential Project **AND WHEREAS** the Promoter has registered the Residential Project under the provisions of the RERA Act with the Real Estate Regulatory Authority Gandhinagar at Regn. No. PR/GJ/SURAT/CHORASI/SUDA/..... dated-2018; authenticated copy is attached in Annexure “A”.

AND WHEREAS the promoters have received occupancy certificate No. South West Zone/A./08 dated 31-7-2017 issued by the Executive Engineer. South West (Athwa Zone), Surat Municipal Corporation

AND WHEREAS the Promoters have sole and exclusive right to sell the row houses in the aforesaid Residential Project on the Residential Project land and to enter into Agreements with the Allottee(s) of the bungalows(s) and to receive sale consideration in respect thereof.

AND WHEREAS the Allottee(s) hereinabove being interested in purchasing a row house in the Said Residential Project, approached the Promoters.

AND WHEREAS the Allottee(s) has/have been shown the actual location of the Said Property, the Allottee(s) has also taken the inspection of all the documents of title such as property VII x XII extract, title sale deeds, search and title report, specifications, plans and designs as approved by the concerned Authorities and such other documents as contemplated under the provisions of various laws in force as applicable from time to time including the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “the said Act”) and the Rules and Regulations made thereunder and also taken inspection of the row house on site and the Allottee(s) is/are satisfied in respect of the same.

AND WHEREAS the Promoters supplied to the Allottee(s) true copies of all such documents as

mentioned in various laws in force as applicable from time to time.

AND WHEREAS the Allottee(s) has/have perused all title documents provided by the Promoter and has/have satisfied himself/herself/themselves about the legality and marketability of title to the Said Property.

AND WHEREAS the Promoters also showed the plans of the construction to the Allottee(s) and the Allottee(s) has/have also expressly agreed and understood that the Promoters/Vendors may amend, revise and alter the Residential Project layout/Residential Project plans from time to time in respect of row houses, spaces, users, areas to suit the Promoter's/Vendor's requirements and in spite of the same and having irrevocably consented thereto, however this consent is given with a condition that the Promoter shall not change the Open Space area as shown on Original sanction layout and location of row houses in the Residential Project. The Allottee(s) applied to the Promoters for the purchase/allotment of the row house in the Said Residential Project for the consideration and by abiding the terms mentioned hereunder, the Promoters agreed therefore:

AND WHEREAS the Allottee(s) is aware of the fact that the Promoter has entered or will enter into similar and/or separate Agreements with several other Allottee(s), persons and parties in respect of shops in the said Residential Project;

AND WHEREAS the Allottee(s) herein being desirous of purchasing a row house, applied to the Promoter for allotment of the **Row house No.** in the Residential Project known as **“CORAL BUNGLOWS”** described hereinbelow and marked in red colour on the sketch plan annexed hereto under **Annexure A** and hereinafter to be referred to and called as “said row house” constructed on the said land.

AND WHEREAS Promoter also has annexed hereto the copies of following necessary documents:

Sr.No.	Particulars	Annexure
1	Certificate of Title	B
2	7/12 Extract of said properties	C
3	N.A. Order No. A/BKHP/S.R.No. 193/12-13/Vashi.962/13 dated	D
4	Development Permission issued by Surat Municipal Corporation Surat	E

AND WHEREAS Allottee(s) after verification of above referred documents are satisfied about the clear and marketable title of the property and rights of the Promoter.

AND WHEREAS in accordance with the requirement of the various laws in force as applicable from time to time, Promoter herein is executing these presents in favour of Allottee(s).

AND WHEREAS the carpet area of the said Row House is _____ sq.mt and "carpet area" means the net usable floor area of a row house, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls

AND WHEREAS in accordance with the requirement of the various laws in force as applicable from time to time, Promoter and Vendor executed an Agreement To Sell in favour of Allottee(s) on and got the same registered in the Office of the Sub Registrar Surat at Serial No. on2018

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being total payment of the sale consideration of the Shop agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter both hereby admit and acknowledge)

Name of Bank	Cheque No.	Date	Amount Rs.
Total			

AND WHEREAS the Promoter has completed construction of the aforesaid row house and also obtained Occupancy Certificate from Surat Municipal Corporation;

In accordance with the terms and conditions set out in the aforesaid Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Vendor hereby sell and the Allottee(s) hereby purchases the property described hereinbelow.

NOW THEREFORE, THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

Sanctions:

The Promoter has got the layout and Residential Project plans for construction of the Said Residential Project approved from the Surat Municipal Corporation and the and obtained NA permission from the Collector, Surat and also obtained occupancy certificate No. South West Zone/A./08 dated 31-7-2017 issued by the Executive Engineer. South West (Athwa Zone), Surat Municipal Corporation

ALTERATION AND MODIFICATION OF SANCTIONED LAYOUT & COMMERCIAL COMPLEX PROJECT PLANS :

The Promoter herein have constructed the said Residential Project on the said property in accordance with the plans, designs and specifications as approved by the concerned local authority, from time to time.

The Allottee(s) hereby agrees and give his / her / their irrevocable and unconditional consent to the Promoter/Vendor herein to carry out such, alterations, modifications in the sanctioned layout/ Residential Project plans, as the Promoter/Vendor in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority provided that the Promoter/Vendor shall have to inform in writing to the Allottee(s) if such alterations and modifications adversely affect the carpet area of the said row house of the Allottee(s). The Promoter/Vendor has made the Allottee(s) aware and the Allottee(s) hereby gives explicit no objection and irrevocable and unconditional consent to the Promoter/Vendor to prepare the new/revised layout and Residential Project plans, open space, open terrace, internal roads, position of dust bins, transformer plinths, plumbing stations etc. of the said land and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter/Vendor or as and when required by the Promoter/Vendor, and for the said purposes to sign all plans, applications, NOCs etc. without in any manner making the Allottee(s) liable for any costs and affecting his/her interest, however the location of Residential Project will not be shifted/changed. However this consent is given by the Allottee(s) with a condition that the Promoter/Vendor shall not change the Open Space area as shown on Original sanction layout and location of Residential Project.

1. Consideration :

And whereas relying on the Allottee(s) representations and the assurances and subject to the terms and conditions mentioned in the aforesaid agreement, the Promoter herein has sold and the Allottee(s) herein has purchased property more particularly shown delineated and demarcated in red color in annexure A annexed hereto, at or for mutually concluded and agreed lump sum consideration of Rs. _____/- (**Rupees _____ only**)

excluding expenses for stamp duty, registration fees, Service Tax, VAT, GST or any other taxes levied and other outgoings which shall be paid by Allottee(s) separately. The sale of the said shop is on the basis of carpet area only. The Allottee(s) is/are aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately up to Three per cent from the pre-plaster/unfinished surface of the wall. The Allottee(s) irrevocably and unconditionally consents for the same. The promoter has agreed to provide the amenities in the said row house which are more particularly described in the **Schedule B** written hereto. The Allottee(s) agrees not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

2. Stipulation as to Maintenance:

Allottee(s) be liable to bear and pay to the Promoter and the Vendor Rs. _____/- **(Rupees _____ Only) (subject to upward revision from time to time as may be required)** towards maintenance charges from the date of delivering possession. Promoter and the Vendor shall maintain the separate bank account for the aforesaid maintenance amount received from all the shop Allottee(s) and give disclosure of all transactions/expenses in respect of that account to the said the prospective legal entity i.e. The Society/Association and shall hand over the same to the proposed legal entity at the time of execution of conveyance Deed by the Promoter and the Vendor. is agreed and understood by the Allottee(s) that the aforesaid maintenance charges payable by the Allottee(s) to the Promoter is not for maintaining the Residential Project at least for any particular years and doesn't bind and/or can be construed as binding on the promoter to maintain the Residential Project out of the funds collected from the aforesaid maintenance amount for certain minimum year/s and/or till the ultimate body takes over the management and/or till the conveyance is done in favour of the ultimate body. It is further agreed and understood by the Allottee(s) that in case the Allottee(s) herein and /or the other row house Allottee(s) in the said Residential Project, defaults in paying the maintenance charges for whatsoever reason it may be, then, in such event for the expenses incurred by the Promoter for maintaining the Residential Project, the Promoter shall have a charge on the individual row house of the respective Allottee(s) and the Promoter is also entitled to stop maintaining the Residential Project by giving 15 days prior written notice and the Allottee(s) shall have no claim of whatsoever nature against the Promoter and the Vendor.

To avoid any doubts, it is agreed and understood by the Allottee(s) that the said amount is worked out on the basis of present market conditions, and if for any reason in future, on account of exhausting of said maintenance charges/fund and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the Allottee(s) agree that he/she/they shall be bound to contribute and pay to the Promoter proportionate amounts in that behalf as shall be demanded by the Promoter and/or the agency carrying out the maintenance. Further, the Allottee(s) hereby agree to pay and/or reimburse to the Promoter or the Ultimate / Apex Body etc. the proportionate common maintenance expenses, in the event if the same is in excess of the aforesaid amount. The Allottee(s) shall indemnify and keep indemnified the Promoter against the aforesaid payments and charges.

Maintenance Shall be excludes of the proportionate share (i.e. in proportion to plot area) of outgoing in respect of the said land and Residential Project namely local taxes, Property Taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance etc. which shall be paid and borne by the allottee extra.

3. Construction, Design and Specifications :

a) The Promoters have constructed the residential project on the said land in accordance with the plans, designs, specifications which are and / or shall be approved/revised by the concerned

local authority from time to time and the Promoter and the Vendor shall be entitled to make any changes in the said plan with such modifications, as the Promoter and the Vendor may consider suitable, expedient, beneficial and necessary and/or as may be required by the concerned local authority/ Government, be made in them or any of them the Allottee(s) hereby gives his/her express unconditional and irrevocable consent to such changes provided there will not be any changes in the area and Structure of the row house, along with Open space area as shown on original sanction layout and Location of the residential project,

b) It is specifically understood that the Brochures, Compact Disc, advertising and marketing material published by the Promoter and the Vendor from time to time in respect of the residential project is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the residential project, color scheme, vehicles, etc. to increase the aesthetic value only and is not factual. These features / amenities are not agreed to be developed or provided by the Promoter and the Vendor to the Allottee(s). The Brochure/Master Plan is the tentative projection of the whole plan of the residential project. There may/will be variations depending on the practical and technical problems or if so desired by the Promoter and the Vendor and therefore the residential project shall not/may not be the same as in the brochure/master plan. The Promoter and the Vendor shall not be liable for such variations nor shall the Allottee(s) question anyway the same.

4. Assurance and Confirmation of Marketability of The Title :

The documents of title of the Said Property, Area Statements of the residential project and the floor plan of the row house, have been shown to the Allottee(s) and were thoroughly inspected.

The Promoters hereby assure the Allottee(s) that the said Property is free from all encumbrances and that the Confirming and the Promoter and the Vendor have absolute, clear and marketable title and rights as the case may be, to the said Property so as to enable them to convey to the allottee and he organization of owners i.e. society/association such absolute, clear and marketable title. The Promoters without prejudice to their entitlements and rights shall indemnify and hold harmless and do hereby indemnify and hold harmless to the Allottee(s) from any claims, demands which may raise due to defect in owner's title to the said land/Property.

5. Entitlements of the Promoter and the Vendor :

5.1) The Promoter shall be entitled and authorized to implement the above said Commercial Complex Project as per plans, prepared by the Vendor and approved by the concerned Authority only.

5.2) It is hereby agreed between the parties that further or additional FSI/TDR if any in respect of the said land and / or the part thereof belongs to the Vendor alone and that the Promoters, Allottee(s) as also other Allottee(s) of various row houses in the said residential project shall not have any right, title and interest therein. It is agreed by and between the parties that if the permitted floor space index or density is not consumed in the said residential project being put up and/or at any time further construction on the said property is allowed the Vendor shall always have the right to put additional construction and /or consume the balance floor space index and/or additional floor space index of any other property whatsoever and the Allottee(s) shall not be entitled to claim any share, right, title or interest in such additional or further FSI/TDR as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Vendor in any manner they choose. The Vendor shall be entitled to float the FSI/TDR of the said property in the present residential project to any other property and vice versa if so permitted by the concerned authority. It is

distinctly agreed that the unutilized/balance and future FSI/TDR, and the developable portion of the said property or any portion in the sanctioned layout of the said property and which can be converted in to a developable portion as per the rules and regulations of concerned authority shall always remain the property of the Vendor and the Vendor shall alone and absolutely be entitled to use, develop, transfer or assign the development rights thereto in any manner at their sole discretion and the Allottee(s) in the said residential project or the proposed society or association shall not dispute the same.

5.3) It is hereby further agreed by and between the parties that the Promoters as per their discretion shall be entitled to change and / or allow to change the spaces, areas, etc., residential project in the manner as they may deem fit and proper.

5.4) The Promoter and the Vendor shall be entitled and authorized to create encumbrances, restricted areas, etc., in favour of any Government / local authority, etc., for giving infra-structural services like water, electricity, drainage, roads, accesses, enclosures, etc., for the benefits to the Allottee(s).

5.5) Unsold / Unconstructed Units the Absolute Property of Promoters:

The rights, interests, entitlements, etc., of the said society/association and shop holders shall ALWAYS BE SUBJECT to the overall rights and authorities of the Promoters to deal and dispose off such unsold premises as per their choice and on such terms and conditions and consideration as the Promoters may deem fit and proper. It is further agreed and understood by the Allottee(s) that the Promoters shall not be liable and /or required to contribute towards the common expenses, maintenance charges, etc., in respect of the said unsold premises.

5.6) No Grant Demise or Assignment :

The Allottee(s) shall have no claim save and except in respect of the said property hereby sold to the Allottee(s), and common areas will remain the property of the promoter until the said Land and all common services are conveyed to the ultimate body as agreed to be conveyed by the Promoter as per provisions of RERA law.

6. Restrictions to the Rights of the Allottee(s) as to the Terms of this Agreement:

6.1) Except the property sold hereunder, the Allottee(s) shall not have any rights whatsoever in and over any areas built – up and/ or open, F.S.I. etc., and the Promoter and the Vendor alone shall have rights to deal with these as they deem fit and proper.

6.2) That the Allottee(s) shall not be entitled to make any additions/ alterations in the elevations, exteriors so as to affect the same.

6.3) Open Spaces Exclusively Allotted/ Sold :

It is also understood and agreed by and between the parties hereto that further constructions can be carried out by the Vendor in future as and when plans are approved and also that the open spaces can be exclusively sold to any of the row house Allottee(s).

6.4) Plans and Designs in Brochures etc. Tentative and Not Enforceable :

It is specifically understood by the Allottee(s) that the brochure(s)/leaflet(s) published by the Promoters from time to time in respect of the residential project are just advertisement material and contain various features such as furniture layout in and plantation shown around the Commercial Complex Projects, color scheme, placements of vehicle(s), etc., to increase the aesthetic value of the whole residential project and they are not the facts or things to be provided/developed by the Promoter and the Vendor.

7. Delivery of Possession and Terms Incidental Thereto :

7.1) The Promoters herein have completed the construction of the said row house in all respects . The Promoters and the Vendors have given spot and vacant possession of the premises to the Allottee. From now onwards, the Allottee shall be in exclusive possession and ownership of the said row house forever. The Developer may not complete some of the common amenities to be provided to all Allottee(s). All such remaining amenities if any shall be completed while completion of the total residential project. The Allottee(s) shall not raise any dispute or litigation, complain, etc. regarding the common amenities or any common areas etc. Even after occupying the row house, constructional activities, undertaken by the Promoter and the Vendor on the said land, shall remain in force or work-in-progress shall be remain continued, in respect of the said residential project and therefore he/she/they may have to face certain difficulties Viz. Material obstacles, Noise, Dusting etc. The Allottee(s) shall co-operate with the Promoter and the Vendor and he/she/they shall not raise any objection/obstacle to the work in progress, as he/she/they is/are well aware of the facts, before occupying or taking possession of the Said row house.

Even upon delivery of possession of the Said row house to the Allottee(s) herein, the Promoter and the Vendor shall be entitled, without any permission from the Allottee(s) or organization of Allottees to carry out the balance construction activities upon the said property.

7.2) Area Of Row House :

Before taking delivery of possession of the said premises, the shop Allottee(s) have satisfied himself about the correctness of the area and about the quality of construction work and specifications and amenities provided. After delivery of the possession of the said premises, the Allottee(s) shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

8. Restrictions as to Use of Said Premises by the Allottee(s):

8.1) The Allottee(s) shall use the said premises or any part thereof or permit the same to be used for the purpose prescribed under the sanctioned plan i.e. Residential only and shall not use the said premises for any purpose other than permitted/sanctioned. He/she/they shall not use the motor garage or parking space for any other purpose than for parking the Allottee(s)'s own vehicles.

8.2) The Allottee(s) shall maintain the premises hereby sold at his own costs in good repairs and conditions and shall not do or suffer to be done anything in or to the residential project or the premises, lift, staircases or common passages, parking spaces which may be against the rules, of the concerned authority or the organization of the holders in the residential project.

8.3) The Allottee(s) shall not store in the said premises any goods which are of hazardous, combustible, dangerous nature or so heavy as may damage the construction or structure of the residential project or are objected to by the concerned local authority and /or by the Promoters and the Allottee(s) /s shall be liable for legal, financial and other consequences of breach of this clause and shall be liable to keep indemnified all who shall suffer from such acts of the Allottee(s).

8.4) The Allottee(s) shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at anytime make or cause to be made any addition or alteration of whatever nature to the said premises or any part thereof, nor make any alterations in the elevation and outside color of the said premises and shall keep the partition walls, sewers, drains, pipes in the said premises and appurtenances thereto in good tenable repair and conditions and in particular so as to support, shelter and protect the other parts of the said residential project and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Partis or other structural members in the said premises

without the prior written permission of the Promoters and/or Society/Association etc. ;

8.5) The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said residential project or any part thereof.

8.6) The Allottee(s) shall not throw dirt, rubbish, rags, garbage or permit the same to be thrown from the said premises in the compound or any portion of the land and residential project.

8.7) That the Allottee(s) shall observe and perform all the rules and regulations, which the Society/Association may adopt at its inception and the additions, alterations or amendments thereof that may have been made from time to time. The Allottee(s) shall pay and contribute regularly and punctually towards the taxes, maintenance expenses, or other outgoings in accordance with the terms of this agreement.

9. Formation of the Organization of Allottee(s) in the Commercial Complex Project and Final Conveyance:

9.1) The Promotor have promoted Coral Bunglows Holders Welfare Association or Coral Bunglows Co-op. Service Society Ltd.. The Allottee shall compulsorily become a member of this association/society and all the rules and regulations of the Association/Society shall be binding on the Allottee.

9.2) Restriction on the Proposed Organization of the Holders

It is also expressly agreed by and between the parties hereto that whenever the Promoter, Vendor and /or the persons claiming through them, construct further buildings on the said site or on any portions of the lands, or any other adjacent survey number, the Association/Society shall accept the Allottee(s) of units which will be either extension of the said **residential project** or as an independent unit, as its member(s).

9.3) Special Covenants:

After the possession of the premises is handed over or after getting the completion certificate of the residential project by concerned local authority if any work thereafter is required to be carried out by the Govt. or Municipal Corporation or any statutory authority, the same shall be carried out by the Allottee(s) in cooperation with the Allottee(s) of the other units in the said residential project at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

The Allottee(s) undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Allottee(s) herein under any law and rules in force in any time, the same shall be produced by the Allottee(s) herein within the stipulated time.

Provided that the Promoter or the Vendor does not in any way affect or prejudice the right hereby granted in favour of the Allottee(s) in respect of the said residential unit, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said residential project or under this agreement.

10. Costs of this Agreement and Registration:

All costs, charges and expenses, including stamp duty, registration charges and out of pocket and other expenses in connection with the preparation and execution of this conveyance /s or other documents and of the formation, registration of Society/Association etc. shall be borne and paid by all the Allottee(s) of the premises in the said residential project in proportion to the purchase price of their respective premises and / or in proportion to the area of his / her premises with respect to the total area under sale.

11. Address For Service of Legal Notices and other Correspondence etc.:

All notices to be served on the Allottee(s) shall be deemed to have been duly served if sent to the Allottee(s) by speed post, sms, whatsapp message, email, registered post A. D. or by hand delivery at his/her address as given in the title of this deed and/or other address as may be provided by the Allottee(s) in writing from time to time.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND VENDOR :

The Promoter and Vendor hereby represents and warrants to the Allottee as follows:

- i) The Promoter and Vendor has clear and marketable title with respect to the project land; as declared in the title report annexured to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the property in the form of residential unit hereby sold and conveyed.
- ii) The Promoter and Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project
- iii) There are no encumbrances upon the Shop hereby sold
- iv) There are no litigations pending before any Court of law with respect to the project land or Project
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter and Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi) The Promoter and Vendor has the right to execute this Deed of Conveyance and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii) The Promoter and Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said row house which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- viii) The Promoter and Vendor confirms that the Promoter and Vendor is not restricted in any manner whatsoever from selling the said row house to the Allottee(s) in the manner contemplated in this Agreement;
- ix) At the time of execution of the this conveyance deed the Promoter have handed over lawful, vacant, peaceful, physical possession of the proportionate common areas of the structure to the Association of the Allottee(s) being the Party of the Third Part hereto
- x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project except the row houses sold and proportionate common areas thereto, to the competent Authorities;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter and the Vendor in respect of the project land and/or the Project except those disclosed in the title report.
- xii) The Promoter and the Vendor hereby convey, transfer by way of sale to the Purchaser Allottee the row house more particularly described in the Schedule hereunder with all the privileges, easements, profits, rights, appurtenances whatsoever to the said row house AND ALL THE estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Promoter and the Vendor to the said row house hereby conveyed and every part thereof TO HOLD the same forever to his enjoyment and usage without any obstacle, hindrance, obstruction, interruption or disturbance on the part of the Promoter and the Vendor and persons claiming through them.
- xiii) That the Promoter and the Vendor hereby agree and undertake that the Purchaser shall be kept indemnified against any loss, damages or expenses, if any, suffered by reason of any defect in title of the property hereby sold.
- xiv) That in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016, the Promoters and the Vendors hereby convey and transfer to the Coral Bungalows Owners Welfare Association or Coral Bungalows Co-op. Service Society Ltd. the

undivided proportionate right title and share in the Common Services as mentioned in the Schedule hereto .

- xv) That the Allottee shall use the common facilities (excluding Open Spaces adjacent to Plot No. 1,7,8 and 16 as shown in the Approfwed Plan) in common with other owners and occupiers of the Ashrvad Complex subject to rules and regulations of the Coral Bungalows Owners Welfare Association or Coral Bungalows Co-op. Service Society Ltd.
- xvi) It is hereby clarified and confirmed and agreed by both the Parties hereto that open land admeasuring $1.524 \times 7.16 = 10.911$ sq.mt. forming part of and situated on the front portion on the East side of Plot No. 1 and 7 each and open land admeasuring $1.524 \times 6.10 = 9.296$ sq.mt. forming part of and situated on the front portion on the East side of Plot No. 2 to 6 each including both shall be kept open permanently and shall be used as road in common by all the owners and occupiers and their licenses of Plot No. 1 to 16 of the Project, though legal ownership shall be of the respective plot holder only.
- xvii) It is hereby clarified and confirmed and agreed by both the Parties hereto that (1) open land shown as open space in the approved plan and numbered as OS-1/A admeasuring 71.48 sq.mt. in the K.J.P. by revenue authorities shall be enjoyed, used, possessed and owned exclusively by the owners and occupiers of Plot No. 1 (2) open land shown as open space in the approved plan and numbered as OS-7/A admeasuring 41.80 sq.mt. in the K.J.P. by revenue authorities shall be enjoyed, used, possessed and owned exclusively by the owners and occupiers of Plot No. 7 (3) open land shown as open space in the approved plan and numbered as OS-8/A admeasuring 06.78 sq.mt. in the K.J.P. by revenue authorities shall be enjoyed, used, possessed and owned exclusively by the owners and occupiers of Plot No. 8 (4) open land shown as open space in the approved plan and numbered as OS-16/A admeasuring 19.65 sq.mt. in the K.J.P. by revenue authorities shall be enjoyed, used, possessed and owned exclusively by the owners and occupiers of Plot No. 16. That no other plot holder shall have any right, title or interest of possession, enjoyment or ownership in the said open spaces.

13. The Allottee(s) or himself/themselves with intention to bring all persons into whosoever hands the Shop may come, hereby covenants with the Promoter and the Vendor as follows :-

- i) To maintain the premises hereby sold at the Allottee(s)' own cost in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the row house which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the row house or any part thereof without the consent of the local authorities, if required.
- ii) Not to store any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the common passages and in case any damage is caused to the common passages on account of negligence or default of the Allottee(s) in this behalf, the Allottee shall be liable for the costs and consequences of the breach.
- iii) Not to demolish or cause to be demolished the row house or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the row house or any part thereof, nor any alteration in the elevation and outside colour scheme and shall keep the portion, sewers, drains and pipes in good tenantable repair and condition, and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the row house without the prior written permission of the Promoter and/or the Society or the Association.
- iv) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said row house in the compound or any portion of the project
- vi) To bear and pay local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority,
- vii) The Allottee(s) shall observe and perform all the rules and regulations which the Society

or Association 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 residential project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society/Association regarding the occupancy and use of the row house and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings of all common services in accordance with the terms of this Agreement.

- viii) The Allottee(s) shall permit the Promoter and the Vendor, Association or Society and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

14. ENTIRE AGREEMENT :

This Deed of Conveyance, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the premises hereby sold , as the case may be.

15. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES :

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent purchaser/transferee, in case of a transfer, as the said obligations go along with the premises for all intents and purposes.

16. SEVERABILITY :

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

17. PLACE OF EXECUTION :

The execution of this Deed of Conveyance shall be complete only upon its execution by the Promoter and the Vendor at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Vendor and the Allottee(s). After the Deed of Conveyance is duly executed by the Allottee(s) and the Promoter and the Vendor or simultaneously with the execution the said Deed of Conveyance shall be registered at the office of the Sub-Registrar Surat. Hence this Deed of Conveyance shall be deemed to have been executed at Surat.

18. JOINT ALLOTTEES :

That in case there are Joint Allottees all communications shall be sent by the Promoter and/or the Vendor to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

19. STAMP DUTY AND REGISTRATION :

The charges towards stamp duty and Registration of this Conveyance shall be paid and borne by the allottee.

20. Representations on Behalf of the Allottee(s) :

The Allottee(s) hereby irrevocably consent and authorize the Promoters and /or to their agents, nominees, etc., to represent him /her /them in all matters regarding property tax assessments, reassessments before the Grampanchayat, Revenue Authorities, Electricity Board,

Municipal Authorities etc. and the decisions taken by the Promoters in that regard shall be final and binding on the Allottee(s). The Promoters are also hereby authorized and empowered to represent the Allottee(s) /s in all departments of the Municipal Corporation, Collectorate, road, water, tax assessment departments, Governments and Semi – Govt. departments etc., and whatever acts, deeds, things and matters done by the Promoters on behalf of the Allottee(s) shall stand ratified and confirmed by the Allottee(s). The Allottee(s) agrees that the decisions taken by the Promoter in these aspects shall be final and binding on the Allottee(s).

21. The Promoter hereby assures to rectify any structural defect or any other defect in workmanship, quality or supervision without any further charge if any such defect is brought to the notice by the Allottee(s) within a period of 5 years from the date of handing over of possession. However, the defect liability of the Promoter will cease to exist in case of normal wear and tear due to weathering, negligence on part of the Allottee (if the premises is kept closed i.e. without any ventilation for a period of more than 90 days), force majeure, damage to electrical equipments due to voltage fluctuations or due to any reason beyond the control of the Promoter.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, DATE AND PLACE MENTIONED HEREINABOVE.

/PROMOTER/BUILDER :
MEET CORPORATION , the partnership firm through its partners :

ALLOTTEE(S) :

WITNESSES :
(1) _____ (2) _____

**FOR CORAL BUNGLOWS OWNERS WELFARE ASSOCIATION OR
CORAL BUNGLOWS CO-OP. SERVICE SOCIETY LTD.,**

.....

SCHEDULE A
DESCRIPTION OF THE ROW HOUSE AGREED TO BE SOLD

Property bearing Row house No. .. in the Approved Plan and Block No. in the Revenue Record bearing **land area sq. mts.** and construction area of Ground Floor, First Floor, Second Floor and Stair Cabin aggregating to **Total Carpet area sq.mt. as per RERA** and Ground Floor Parking and Terrace aggregating to **Total Built-up area sq.mt.** in the Residential Project known as “CORAL BUNGLOWS” situated on the land bearing Revenue Survey No. 158/2 Block No. 205 included in T.P.Scheme No. 37 (Althan South) Final Plot No.1050 area 2701 sq. mt. of Village Althan Taluka Majura, Surat District Surat.

Boundaries of the Row house :

East :	West :
North :	South :

SCHEDULE B
FLOOR PLAN OF THE ROW HOUSE

ANNEXURE A

Authenticated copies of the plans and specifications of the Row house agreed to be purchased by the Allottee(s) as approved by the concerned local authority are attached hereto.

ANNEXURE B

Authenticated copy of the Registration Certificate of the Project granted by the RERA Authority is attached hereto.

ANNEXURE C

DESCRIPTION OF COMMON SERVICES TRANSFERRED AND CONVEYED TO
CORAL BUNGLOWS OWNERS WELFARE ASSOCIATION OR
CORAL BUNGLOWS CO-OP. SERVICE SOCIETY LTD.,

Proportionate undivided share in land consisting of internal road and common open plot measuring sq. mts. bearing Block No..... as per K.J.P. by revenue authorities, included in T.P.Scheme No. 37 (Althan South) Final Plot No.1050 area 2701 sq. mt. of Village Althan Taluka Majura, Surat District Surat.