

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE (hereinafter referred to as the "Conveyance Deed") is made at Ahmedabad this ____ day of ____, Two Thousand Twenty-One:

BETWEEN

SCF BUILDCON [PAN : AELFS0725F] a partnership firm having its office at A-1101, Safal Prelude, Near Prahladnagar cross Road, Satellite, Ahmedabad represented through its authorized partner _____ [AADHAAR : _____] hereinafter referred to as the "Owner-Developer" or 'Promoter' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner) of the First Part;;

AND

(1)) _____ [PAN : _____] [AADHAAR : _____] & (2) _____ [PAN : _____] [AADHAAR : _____], Hindu by religion, residing at _____, , hereinafter collectively referred to as the "Allottee" or "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their legal representatives, executors, successors and permitted assigns) of the Second Part.

For the sake of convenience, the Owner-Developer/ Developer and the Allottee shall be hereinafter collectively referred to as the Parties and individually as Party.

WHEREAS

- A. The Owner-Developer is seized and possessed of or otherwise well and sufficiently entitled to all that non agricultural land for residential use admeasuring 457 square meters of land bearing sub-plot no. 8 (falling in final plot no.962) of the Gautambag Co.Op. Housing Society Limited existing on the lands inter alia final plot no.959 & 962 of town planning scheme no.3, situated, lying and being at moje Paldi, Taluka Sabarmati within the Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad (hereinafter referred to as the "said Land") and as more particularly described in First Schedule hereunder written.
- B. By and under a Deed of Conveyance dated August 9, 2021 entered into between Darshak Vinodchandra Shah & Amita Darshakbhai Shah as the Vendors therein have sold and conveyed the Said Land together with the earlier construction of bungalow standing thereon to Owner-Developer herein as the Purchaser therein. The said Deed of Conveyance was registered in the office of sub-registrar of assurance, Ahmedabad-4 (Paldi) vide sr.no. 10361 dated August 9, 2021 and in pursuance to the same Gautambag Co.Op. Housing Society Limited has admitted the Owner-Developer as its members.
- C. Subsequently the Owner-Developer has demolished old construction of bungalow and promoted a residential project known as "**Shalin Palette**" developed on the Said Land comprising of Ground Floor + First Floor to Fifth Floor + Stair Cabin and Over Head Water Tank (hereinafter referred to as the "said Building") along with the development of various common facilities, amenities and recreation in

the common areas of the said Land and the said Building. The development of the said Building on the said Land as well as the common facilities/amenities to be developed in the common areas of the said Building and the said Land shall be hereinafter referred to as the "said Project".

- D. The Ahmedabad Municipal Corporation ("AMC") has approved the proposed development plans of the said Project in case no.BLNTS/WZ/250821/CGDCRV/A5112/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. 05214/250821/A5112/R0/M1 dated September 18, 2021 (hereinafter referred to as the "Commencement Letter")

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 terraces, open parking areas, security cabins, electricity rooms, gas service area, water tanks, sanitation, motors, 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)
- E. The Owner-Developer herein is legally entitled to develop the said Project on the said Land and also 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.
- F. The Allottee herein approached the Owner-Developer with the intent to purchase a Flat in the said Project and in pursuance to the discussion held amongst the Parties, the Owner-Developer have agreed to allot/sale and the Allottee have agreed to purchase Flat No.____ admeasuring ____ square yards i.e. ____ square meters of super built-up area which includes ____ square yards i.e. ____ square meters (comprising of ____ square meters of Rera carpet area + ____ of veranda/wash area) located on the ____th floor of the said Building

("Said Flat") together with the undivided proportionate share admeasuring 45.70 square meters in the said Land (hereinafter referred to as the "Undivided Proportionate Share") and the Common Facilities as well as the rights to use the said Common Facilities with all the other Allottee in the Project.

- G. 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.
- H. Pursuant to the above Owner-Developer 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 Owner-Developer, the Owner-Developer has agreed to sell the Said Flat to the Allottee for a consideration of Rs. _____/- (Rupees _____ only) which includes price of the Said Flat, proportionate price of the common areas and facilities, proportionate price of the Undivided Proportionate Share in the Said Land and price for exclusive area of balcony/veranda appurtenant to the Said Flat (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) or The Parties have agreed not to enter into any agreement for sale and directly proceed for the execution of conveyance deed in respect of the Said Property.

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.

- I. The Owner-Developer 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 Architect **Mr.Yash M. Patel** 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 if satisfied in respect of the same;

- J. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Owner-Developer, authenticated copies of extract of revenue records / city survey records showing the nature of the title of the Owner-Developer 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.
- K. The Owner-Developer 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 registered with Gujarat Real Estate Regulatory Authority under the said Act vide Reg. No. _____ dated _____. (Copy of Registration Certificate is annexed herewith at Annexure-B)
- L. 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 Owner-Developer 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)
- M. The Owner-Developer 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).
- N. 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 mentioned in Annexure-A hereunder written and the Owner-Developer 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;

2. In pursuance of the aforesaid and the full and final aggregated amount of Sale Consideration of Rs. _____/- (Rupees _____ only) which includes price of the Said Flat, proportionate price of the common areas and facilities, proportionate price of the Undivided Proportionate Share in the Said Land and price for exclusive area of balcony/veranda appurtenant to the Said Flat being duly paid by the Allottee to the Owner-Developer (the receipt whereof the Owner-Developer doth hereby admit and acknowledge and acquit, release and discharge the Allottee from every part thereof forever), the Owner-Developer 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 Shalin Palette developed on all that non agricultural land admeasuring 457 square meters of land bearing sub-plot no. 8 (falling in final plot no.962) of the Gautambag Co.Op. Housing Society Limited existing on the lands inter alia final plot no.959 & 962 of town planning scheme no.3, situated, lying and being at moje Paldi, Taluka Sabarmati within the Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedaba along with rights to use the common amenities and facilities in the said Project known as 'Shalin Palette' and that the Owner-Developer 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 Owner-Developer 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.
3. 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 Owner-Developer 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 Owner-Developer and the Owner-Developer 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 Owner-Developer and the Owner-Developer 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 Owner-Developer has handed over the copies of all the relevant documents, abstracts and extracts in relation to the Said Flat.

4. The Allottee shall be entitled to one (1) car parking space in the said Project and the same shall be provided to the Allottee upon completion of the said Project.
5. The Allottee covenants that a service society/association (Society) will be incorporated for the proper and effective administration of the said "Shalin Palette" 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.
6. The partners of the Promoter have been admitted as member of Gautambag Co.Op. Housing Society Limited and holding share certificate no. 8. There are 10 (Ten) residential flats constructed as per approved plans on the said Land. As per resolution of the Gautambag Co.Op. Housing Society Limited all the flat holders shall be admitted as nominee members and all nominee members shall have to appoint any

one member, whose name will be admitted as main member of the society in lieu of the names of the partners of the Promoter and share certificate no. 8 shall also be transferred in the name of such appointed member. The Purchaser has understood this term and confirmed the same accordingly.

7. 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 Owner-Developer and/or the Society;
 - ii. The Owner-Developer shall be in absolute control of the said Project as well as all the unsold flats in the said Project till the Owner-Developer 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 Owner-Developer 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 Owner-Developer 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 Owner-Developer 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 have also deducted TDS in respect of the payment made to the Owner-Developer 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 457 square meters of land bearing sub-plot no. 8 (falling in final plot no.962) of the Gautambag Co.Op. Housing Society Limited existing on the lands inter alia final plot no.959 & 962 of town planning scheme no.3, situated, lying and being at moje Paldi, Taluka Sabarmati within the Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad and the said plot no. 8 is bounded as under:-

On or towards East :- 9.09 meter T.P Road
On or towards West :- Plot no.9 of the Society
On or towards North:- 6.06 meter Society Road
On or towards South :- Jinmangal Flat

SECOND SCHEDULE ABOVE REFERRED TO

Internal Access, Common underground water tank with pressure pump, Common Plots with plantation and garden, 2 (Two) main gates with security cabin, Internal Drainage lines, Borewell, Street Lights, Percolating Well, Plantation, CCTV Cameras for common area surveillance, Lift.

THIRD SCHEDULE ABOVE REFERRED TO

Flat No. _____ admeasuring _____ square yards i.e. _____ square meters of super built-up area which includes _____ square yards i.e. _____ square meters (comprising of _____ square meters of Rera carpet area +

_____ of veranda/wash area) located on the _____th floor of the residential project known as "**SHALIN PALETTE**" together with undivided proportionate share admeasuring 45.70 square meters in the non agricultural land for residential use admeasuring 457 square meters of land bearing sub-plot no. 8 (falling in final plot no.962) of the Gautambag Co.Op. Housing Society Limited existing on the lands inter alia final plot no.959 & 962 of town planning scheme no.3, situated, lying and being at moje Paldi, Taluka Sabarmati within the Registration Sub-District Ahmedabad-4 (Paldi) and 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 North:-

On or towards South:-

On or towards East:-

On or towards West:-

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

SIGNED AND DELIVERED)
BY THE WITHINNAMED – PROMOTER)
SCF BUILDCON)
through its Authorized Partner)
_____) _____

IN THE PRESENCE OF

1. _____

2. _____

ANNEXURE – A

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

1. The Allottee have adequately satisfied themselves about the title and specification of the overall Project and that the Allottee have no grievance or complaint in relation to the title or the specifications, workmanship or materials or used therein.
2. That the title of the Said Land has been investigated by M/s. A. C. Damani & Advocates, Ahmedabad and they have given their Certificate and Report on Title dated September 20, 2021. The Purchaser is satisfied about the title of the Owner-Developer and has accepted the same. The Purchaser shall not be entitled to raise any special or general requisitions on title nor the Owner-Developer shall be under any obligation to answer or satisfy the same.
3. By virtue of the execution hereof, the Owner-Developer and the Owner-Developer 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 Owner-Developer and the Owner-Developer 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 Owner-Developer and the Owner-Developer may deem fit.
4. The Purchaser agrees and confirms that all inquiries made by the Purchaser during the progress of the work from time to time was duly and satisfactorily answered and the particulars were given by the Owner-Developer and the Purchase is generally satisfied about the same. The purchaser was given effective opportunities to inspect and verify all facts and particulars through such person or persons expert in the subject as Purchaser desired and all such opportunities were utilized by the Purchaser.
5. The Purchaser confirm and accept that there is no delay in the execution of the work or delay in handing over the possession, cause thereof attributable to the Owner-Developer.

6. 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.
7.
 - 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 their choice according to dimensions mutually agreed by the Owner-Developer and the Allottee.
 - ii) If any addition or alteration in or about or relating to the Said Building of which the Said Flat forms part are hereafter required to be carried out by the Government, District Panchayat, AMC/AUDA or any statutory authority, the same shall be carried out by the holders of the flats in the Said Building at their own costs and the Owner-Developer shall not be in any manner liable or responsible for the same. The common foyer o/s the lift on all floors should be kept free from any obstacles all the time.
 - iii) 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.
 - iv) Part of the exterior elevation is projection near window. The Purchaser shall not cover the same by grill or masonry wall or in any other manner whatsoever. The same shall not be available or make available for any use as floor area of the Said Flat, and is not permissible for such use under the sanctioned plan and even if the same is permissible for such use the Purchaser shall not be entitled to extend the same as effective area of the Said Flat.

- v) The Purchaser shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Flat or for the purpose of repair of any part of the building or the Said Flat in the compound or any portion of the building.
 - vi) The scheme shall always be known as 'Shalin Palette' and this name shall not be changed in any circumstances.
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- 8. 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 Owner-Developer and/or the Society.
 - 9. The Purchaser shall at no time demand partition of his/her/its interest in the building or the project or the Said Land. It being agreed and declared by the Purchaser that his/her interest is impartible.
 - 10. The Said Flat shall be used, occupied and enjoyed by the Purchaser as one unit and the Purchaser shall not divide or sub-divide the same for use as more than one unit. It has been specifically agreed that the main door and other opening by way of doors, window or any other in the Said Flat shall not be changed, altered in color, size or location. No other door, window or opening shall be made other than as proposed.
 - 11. 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 Owner-Developer. The Allottee shall perform and observe the same, and shall abide by them.
 - 12. 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 its 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.

13. Any permitted work in the premises will be carried out with good workmanship and quality under the help and advise of the professional or expert for the same using good available technology and with well proper equipments and instruments in place of old orthodox cured way of using hammer, hathodi etc. by using drill machine, cutting machine, core cutter etc.
14. Plumbing, electrical, sanitary, etc. work shall be carried through the agencies appointed by the Developer/Society on payment of changes as may be fixed and finalized. However no outside agency will be allowed for the same except for the entire whole new work and with the permission of the Developer/Society. However no internal changes in toiler-plumbing will be allowed to any member without prior written permission of Developer/Society.
15. The Purchaser shall not make any change in the outside facade/elevation nor effect any change in its colour scheme nor will put any signage or print or do any other display whatsoever.
16. Incase of any leakage, sewage in the floor or toilet block of any premises of the Project and the same shall be repaired, replaces etc. by the holder thereof at their own cost and expenses.
17. 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
18. 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.
19. 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.

20. 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.
21. 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 Owner-Developer.
- iii) Without prejudice to aforesaid, if the Owner-Developer 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 Owner-Developer 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 Owner-Developer.

22. 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.
23.
 - i) The Service society shall hold and stand possessed of the Common Area Maintenance Deposit, Common Development, amenities, facilities, services, conveniences and common infrastructure, common open areas and the Said Land ("Assets of Common Use"), and which will be managed, maintained, monitored, attended and looked after, allocated, distributed, allowed to be used, occupied and enjoyed by the member(s), otherwise, etc. as per rules and regulations framed and adopted by the Society or Estate Management Company or Agency for the purpose. The same shall be binding upon the Purchaser.
 - ii) Assets of Common Use shall be used for the specific object and purpose attached to it or for which it is meant and shall not be used for any other purpose. They shall be used by Purchaser with due care, caution, safety, precaution, at their risk and consequences. Owner-Developer/Society shall not be liable or responsible for any accident, mishap, harm, loss or damage to the person or property of the Purchaser or others.
 - iii) Without prejudice to the generally as aforesaid, it is specifically made aware the Purchaser that the Purchaser shall use each activity, facility etc. as per the rules and regulations and discipline that may be fixed by the Society, and also fixed relating to safety, security, precaution, and care, violation of which may cause harm, loss or damage to the person and property of the Purchaser and others, and all liability and repsonsblity in respect thereof will be that of the Purchaser.

- iv) That Purchaser agreed that in respect of any remittance, acquisition, transfer of the Flat, any refund, transfer of security deposit etc made by him/her attracted by the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Purchaser. ,
 - v) Any and all affairs, matters and things relating to Assets of Common Use and generally of common nature and importance, relating to Scheme or flat holders, specifically provided herein or not may by the Owner-Developer be allowed, authorized, delegated or assigned to be attended by Society. In any case upon the Project is completed and handed over to the Society, the same otherwise also shall be attended by Society or as per its decision and the Purchaser shall be bound by the same.
24. The Allottee are aware that the Owner-Developer 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 Owner-Developer. The said Project shall be under the over-all control and management of the Owner-Developer. And of the Society after the same is handed over to Society, and the decision of the Owner-Developer/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.
25. The Owner-Developer 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.
26. Any delay by the Owner-Developer/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 Owner-Developer/ Society of the Purchase nor shall the same in any manner prejudice the remedies of the Owner-Developer/Society.

27. The Owner-Developer has declared and announced its scheme by issuing brochures and pamphlets and also inserting advertisement in newspaper and publishing in other manners. It has been agreed that if anything agreed upon and recorded herein is inconsistent with what has been advertised as aforesaid what is agreed upon herein shall prevail.
28. In case any disagreement between the Society and the Purchaser as regards any matters provided or not provided herein. The Decision of the Owner-Developer shall be final and binding upon the Purchaser.
29. Any work of interior decoration, furniture or design will be done only under intimation to the Society / Developer with prior permission. Such permission will be granted with such restrictions as may be imposed, like,
 - i. design of the work, if involves any change in civil work to be approved.
 - ii. Lift will not be used for carrying materials.
 - iii. the work will be carried out only during the day time.
 - iv. the work to be carried out in an manner without causing any nuisance, annoyances or damage to the others.
30. Facility of parking will be used subject to the following rules.
 - i. Reserved Parking will be used only for the purpose of parking vehicles and for no other purpose whatsoever.
 - ii. Parking space shall no be covered with chain-link or in any other manner and shall always be kept open.
 - iii. Drive-way of the parking shall be kept clear and free and shall not be obstructed under any circumstances whatsoever nor any article, material or things shall be put thereon or thereat.
 - iv. The reserved parking holder shall not erect, construct or install any type of temporary or permanent board, signage or structure or furniture for storage of any article, material r thing. Except parking of vehicle no other material, article or thing, including relating or referring to the vehicle shall be kept or stored at parking space. To be more precise except parking of vehicle no article, matter or thing shall be kept or stored thereat.
31. The Allottee hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.

32. The Allottee hereby declares that he has read, understood and agreed each and every term of this Conveyance Deed before execution and the terms, conditions, provisions and stipulations herein shall be binding also the transferees, successors etc. of the Purchaser.
33. The Allottee have agreed to indemnify and keep indemnified the Owner-Developer 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.
34. The Owner-Developer has provided fire hydrant system with CO₂ & ABC Type fire extinguishes in the said Building. After handing over the management to the Society, it becomes the sole responsibility of the members of the society to maintain the fire system time to time and if any problem arises due to lack of maintenance, the entire liability of the same to be of members of the society. and the Owner-Developer shall not stand responsible in any manner whatsoever for the same.
35. **The _____ Sq.mtrs area as specified above as undivided area i.e share in common area shall be governed by said co-operative housing society. The conveyance of title for the same common areas will be reflected in the revenue records of the said project land. The society will be formed as per Gujarat Co-operative Societies Act, 1961. Also the transfer of Title such common areas will abide section 17 of RERA ACT 2016.**
36. **The Management Body Formed as mentioned above herewith in point No 1. Shall be the administrator of the common areas and undivided proportionate areas, for the same purpose administrator/director/Chairman & secretary will be nominated in the first AGM conducted between the Vendor and purchasers. OR Mr. _____ is the chairman of the said co-operative housing society limited which is hereinafter referred as the confirming party. (in case of Sale deed conducted after formation of society and handing over the physical possession to Management body)**

37. Physical possession of common areas will be/is handed over to said co-operative service society limited along with that important documents like insurance copy, Noc's from concerned department, lift license, common equipment warranties and most importantly Approved plans and BU Copy is / will be submitted to the said co-operative service society limited.
38. Every Member i.e. Purchaser also agrees to the rules and regulations specified by the management body i.e. society.
39. THE PROMOTER SHALL NOT HAVE ANY CLAIM OVER F.S.I., ADDITIONAL F.S.I ,COMMON AREA AND TERRACE RIGHTS AFTER BUILDING USE PERMISSION HAS BEEN OBTAINED, SUCH RIGHTS IF ANY WILL BE ENCLOSED BY SOCIETY OF BUYERS
40. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder
41. SEVERABILITY
- If any provision of this Agreement 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 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 thereunder 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.

Flat No._____, Shalin Palette, Paldi, Ahmedabad

PROMOTER

ALLOTTEE

Flat No._____, Shalin Palette, Paldi, Ahmedabad

PROMOTER

ALLOTTEE

Annexure-B
Copy of RERA Registration Certificate of the Project

Annexure-C1
layout plan of the Project

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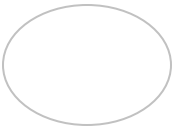
Annexure-C2
floor plan of the Said Flat

Annexure-D

Copy of Occupancy Certificate / Building Use Permission

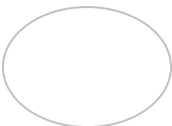
SCHEDULE
UNDER THE PROVISIONS OF SECTION 32(A) OF REGISTRATION ACT

OWNER-DEVELOPER / PROMOTER

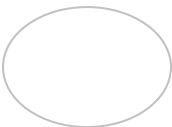


SCF BUILDCON
through its Authorized Partner

PURCHASER:-



(1) _____



(2) _____