

DRAFT
DEED OF CONVEYANCE

THIS INDENTURE is made at Ahmedabad this ____ day of _____, 2020 between:

ZAVERI AND COMPANY (GUJARAT) LLP, a Limited Liability Partnership formed and registered under Limited Liability Partnership Act, 2008 having LLPIN : AAD-6300, having its Registered Office situate at G-12, Swagat Building, C.G.Road, Near Lal Bungalow, Ahmedabad – 380 006 PAN NO.AABFZ3907E hereinafter referred to as "the Promoter/the Vendor" (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include the said firm and its partners as at present from time to time and its successors in title and assigns) of the One Part and (1) _____, aged about ____ Occupation _____, residing at _____, Ahmedabad PAN CARD NO. _____ and (2) _____, aged about ____ Occupation _____, PAN CARD NO. _____, both residing at _____, _____

Ahmedabad – _____ hereinafter referred to as “the Purchasers” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Purchaser/s and his/ their respective heirs, executors, administrators and assigns) of the Other Part.

1. WHEREAS by a Deed of Conveyance dated 13th day of March, 2020 executed by (1) PRANJIVANDAS VIRJIBHAI MANDALIA and (2) ZAVARILAL VIRJIBHAI MANDALIA as the Vendors therein and the Promoter/the Vendor herein as the Purchaser therein and registered with the Sub-Registrar, Ahmedabad - 9 (Bopal) under Serial No.8080, the Vendor therein had sold absolutely to the Promoter/ the Vendor herein an immovable property being all that piece and parcel of freehold non-agricultural land situate lying and being at Zaveri Greens, Ghuma, Ahmedabad and bearing Block No.517 (Old Survey Nos.415 and 416) of Mouje Ghuma of Dascroi Taluka in the Registration District Ahmedabad and Sub-District of Ahmdabad -9 (Bopal) and bearing Final Plot No.197 of Town Planning Scheme No.2 (Ghuma) admeasuring 8195 Sq. Mtrs. The entry to that effect was made on 23/06/2020 under Serial No. 11862 which has been duly certified by the revenue authority (hereinafter referred to as “the project land”) and more particularly described in the First Schedule hereunder written hereunder written free from any charge or encumbrances and also free from reasonable doubts.

2. AND WHEREAS the project lands have been duly converted to Non-Agricultural use for residential purpose vide permission bearing No.TP.Jamin/G/1.S.R.16a.V.348 dated 16/02/1995 issued by the Taluka Development Officer, Ahmedabad and further that Collector, Ahmedabad has vide its revised permission No.1057/07/06/032/2020 dated 27/04/2020 has duly concerted the land to multipurpose non-agricultural use. The Entry to that effect was also entered in the revenue records of

mutation entry book viz. Village Form No. 6 on 27/04/2020 under Serial No. 11838 duly certified by the concerned revenue authority followed by Village Form No. 7 & 12.

3. AND WHEREAS the Vendor has got the plans for residential cum commercial construction on the said project land has been duly approved by Ahmedabad Municipal Corporation vide its Development Permission being Rajja Chitti No. PRM/124/9/2020/169 dated 11/05/2021 for construction of Parking in Cellar/Basement, Paring + 28 Shop + Soc. Room on Ground Floor (Hollow Plinth), 30 (Thirty) residential Flats each on First Floor to Fourteenth Floor, Stair Cabin, Terrace, Machine Room and Over Head Water Tank and the Purchaser has seen, verified and has fully satisfied himself/ herself/ themselves about the title of the said project land and the Purchaser has also seen, verified and has fully satisfied himself/ herself/ themselves about the quality and specifications and the nature of construction of the scheme and the Purchaser has accepted the same unconditionally.

4. AND WHEREAS the Vendor pursuant to the approved plans has completed the construction and development of the scheme known as “Zaveri Greens” on the said project land and Ahmedabad Municipal Corporation has also issued Building Use Permission dated __/__/____.

5. AND WHEREAS the Purchaser having understood the said scheme and having agreed to abide by the rules and regulations of the scheme had decided to purchase and acquire from the Vendor all that **Flat No._____ in Block No.____ on the _____ Floor admeasuring _____ Sq. Mtrs., (Carpet Area) alongwith Balcony No.__ adjoining _____ room admeasuring _____ Sq.Mtrs., (Carpet Area) and Balcony No.__ adjoining bed room admeasuring _____ Sq. Mtrs., (Carpet Area) and Wash Area admeasuring _____ Sq. Mtrs., (Carpet**

Area) making in all admeasuring _____ Sq. Mtrs. (Carpet Area) and _____ (____) parking space in Basement No.____/Ground Floor togetherwith _____ Mtrs., of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at Zaveri Greens, Ghuma, Ahmedabad bearing Block No.517 of Mouje Ghuma of Dascroi Taluka in the Registration District Ahmedabad and Sub-District of Ahmdabad -9 (Bopal) and bearing Final Plot No.197 of Town Planning Scheme No.2 (Ghuma) admeasuring 8195 Sq. Mtrs., (hereinafter referred to as “the said property”) more particularly described in the Second Schedule hereunder written free from any charge or encumbrances and also free from reasonable doubts at or for a price or consideration of Rs._____-/- (Rupees _____ only) under and by virtue of Agreement for Sale dated ____/____/____ made between the Vendor and the Purchaser and duly registered with the Sub-Registrar, Ahmedabad -9 (Bopal) under Serial No. _____.

5. AND WHEREAS the said Project consists of several flats and commercial units to be disposed of to prospective Purchasers - Allottees. For the purpose of convenience and efficient management, running and maintenance of the common amenities and facilities with Project Land and for the common good, object and purposes of the Purchasers – Allottees of the flats and shops and to meet the requirement of RERA Act, Service Society of the name “_____ **Service Co-operative Society Limited**”, registered on _____ under Serial No._____ under CIN No. _____ is formed to consist of Purchasers - Allottees of the flats in the Project as its Members and Shareholders. The Purchaser - Allottee agrees to become member of such Service Society and shall be bound by its all rules, regulations, resolutions, decisions,

directions, requirements and demands as may be prescribed, framed, imposed, omitted, or added from time to time.

6. AND WHEREAS the Purchaser has requested the Vendor to execute a Deed of Conveyance in his/her/their favour in respect of the said property, which the Vendor has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH:

I. In pursuance of the said Agreement and in consideration of the sum of **Rs._____/- (Rupees _____ only)** paid by the Purchaser to the Vendor towards full consideration on or before the execution of these presents (the payment and receipt whereof the Vendor doth hereby admit and acknowledge of and from the same and every part thereof doth for ever acquit, release and discharge unto the Purchaser), the Vendor doth hereby grant, transfer, assign, release, convey and assure unto the Purchaser for ever all that **Flat No._____ in Block No._____ on the _____ Floor admeasuring _____ Sq. Mtrs., (Carpet Area) alongwith Balcony No.__ adjoining _____ room admeasuring _____ Sq.Mtrs., (Carpet Area) and Balcony No.__ adjoining bed room admeasuring _____ Sq. Mtrs., (Carpet Area) and Wash Area admeasuring _____ Sq. Mtrs., (Carpet Area) making in all admeasuring _____ Sq. Mtrs. (Carpet Area) and _____ (____) parking space in Basement No.____/Ground Floor togetherwith _____ Mtrs.,** of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at Zaveri Greens, Ghuma, Ahmedabad bearing Block No.517 of Mouje Ghuma of Dascroi Taluka in the Registration District Ahmedabad and Sub-District of Ahmdabad -9 (Bopal) and bearing Final Plot No.197 of Town Planning Scheme No.2 (Ghuma) admeasuring 8195 Sq. Mtrs., and more particularly described in

the Second Schedule hereunder written together with all and singular the courts, yards, areas, ways, wells, compounds, paths, passages, water courses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, member and appurtenances whatsoever to that piece or parcel of land or ground belonging to or anywise appertaining to or with the same or any part thereof now or at any time hereto before usually held, occupied or enjoyed therewith or reputed or known as part parcel or member thereof or belong to or be appurtenant thereto AND ALSO TOGETHERWITH all the deeds, documents, writings and other evidences of right, title relating to that piece or parcel of land hereditaments and premises or any part thereof AND ALL the estate, right, title, interest, use, inheritance, profits, benefit, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said property or any part thereof AND TO HAVE AND TO HOLD all that piece or parcel of land hereditaments and premises or any part thereof hereby granted, released and assured or intended so to be with its and every of its rights, title and appurtenances UNTO AND TO THE USE and benefit of the Purchaser for ever SUBJECT TO obligations, conditions, restrictions, prohibition, acceptance, stipulations and regulations attached to and running with the Said Flat and binding on the Purchaser – Allottee contained in **Annexure “A”** hereto to and also FURTHER SUBJECT TO all rents, rates, taxes, assessments, dues and duties chargeable upon the same or which may from the date of these presents become payable in respect thereof to the State of Gujarat or Ahmedabad Municipal Corporation or any local body or bodies.

II. AND the Vendor doth for itself and its successors in title and assigns covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever done by it, the Vendor or by any of them or by any person or persons lawfully or equitably claiming by from through

under or in trust for the Vendor, made, done, committed or omitted knowingly or willingly suffered to the contrary, the Vendor now hath for itself good right, full power and absolute authority to grant, convey, release, assign and assure all that piece or parcel of land or ground hereditaments and premises hereby granted, conveyed, released and assured or intended so to be with its and every of its right, title and appurtenances UNTO AND TO THE USE and benefit of the Purchaser in the manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly enter upon, have occupy, possess and enjoy the said land, hereditaments, premises and the said property, receive the rents, issues, profits and benefits thereof and of every part thereof to and for his/her/their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by it, the Vendor or by any person or persons lawfully or equitably claiming or to claim by from through under or in trust for them or any of them AND that free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified of from and against all encumbrances whatsoever had executed occasioned or suffered by the Vendor or any of them or any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them and/or any of them AND FURTHER that the Vendor and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the Vendor or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do or execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, matters, things, evidences and assurances in the law whatsoever for the better and more perfectly and absolutely granting, releasing and assuring the said land,

hereditaments and premises and every part thereof UNTO AND TO THE USE of the Purchaser in the manner aforesaid by the Purchaser, **his/her/their** heirs, executors, administrators, successors and assigns as shall be reasonably required.

III. The Purchaser declares having verified the title to the said property and the scheme, quality and nature of construction of the said property and its specifications and admeasurements through **his/her/their** professionals and after being fully satisfied with the same hereby has taken over the peaceful, actual, physical and vacant possession of the said property in the presence of two witnesses from the Vendor and further declares and confirms that since only after being satisfied regarding the title to the said property and the quality and nature of construction, the admeasurements of the said property, has the Purchaser requested the Vendor to execute and register these presents and to hand over the peaceful, actual, physical and vacant possession of the said property and therefore the Purchaser hereby agrees and undertake to never raise any dispute in regard to the same against the Vendor and the Purchaser further declares that the Purchaser has taken over the actual, physical and peaceful possession of the said property from the Vendor in the presence of two witnesses.

IV. The Owner – Promoter hereby for itself, its executors, administrators and assigns covenant with the Purchaser - Allottee that the Owner – Promoter agrees at the request and cost of the Purchaser - Allottee do and execute all such further and other lawful and reasonable acts, deeds, things, matters and writings for more properly transferring and vesting the Said Flat unto the Purchaser - Allottee.

(A). The Purchaser - Allottee has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Owner -

Promoter that the Said Flat is given, granted, conveyed, transferred and assigned by the Owner - Promoter unto the Purchaser -Allottee is also subject to the followings.

- i) Obligations, conditions, restrictions, prohibitions, acceptance, stipulations and regulations contained in **Annexure "A"** hereto and on the part of the Purchaser - Allottee understood, confirmed, accepted, agreed to be observed and performed, and the same shall be covenants running with the Said Flat.
- ii) a) The Service Society herein is a Society of allottees of the flats and shops in the Project to be formed as envisaged under section 11 (4) (e) of the said RERA Act for the objects and purposes and rights and duties of and under the other applicable provisions of the said RERA Act, rules, regulations and guidelines framed / issued there under. The Service Society herein at all time and as the nature and circumstances may require from time to time, and when assigned agrees to undertake, carry-out and perform its duties and obligations and exercise rights, powers and authorities in accordance with the provisions of the said RERA Act rules, regulations and guidelines framed / issued there under and under the provisions of these presents.
- b) The right and interest of the Purchaser – Allottee herein as regards their (_____ Sq.mts.) undivided share in the Project Land and undivided share in common areas and amenities has been agreed to be entered, registered and represented in the revenue record in the name of the Service Society in fiduciary capacity as and when required under the law. The Purchaser - Allottee herein gives his irrevocable consent for the same.
- c) It will finally so happen that upon disposal of all the flats and shops in the Project, the Project Land will be if required under the law entirely entered and registered in the name of the Service Society in the revenue and other land records, representing the rights and interest of the purchasers – allottees of flats and shops. All matters and things relating to Project Land and Project subject to other provisions herein, including of **Annexure “A”** hereto in general shall be attended, managed and governed by / through Service Society and shall be binding upon the Purchaser – Allottee. The Purchaser – Allottee herein shall not raise any dispute or objection or challenge for the same. Any attempt to do shall be null and void.
- iii) The Service Society shall unless the context otherwise requires shall have the meaning rights and duties assigned to Service Society of allottees under the said RERA Act.
- iv) The Purchaser – Allottee accept, confirm and record that he has been given all documents, details, particulars, as are specified under the said

RERA Act and the rules and regulations made there under, and the Purchaser – Allottee is satisfied in respect of the same. The Purchaser – Allottee further agree and confirm that the Owner – Promoter to his/her/their satisfaction carried out all functions, duties and obligations imposed upon the Promoter under the said RERA Act, rules, regulations and guide-lines framed / issued there under and the Purchaser – Allottee has no complaint or grievance or objection of any nature whatsoever in respect of the same.

- v) If any provision of this Conveyance shall be determined to be void or unenforceable under the applicable laws, such provisions of this Conveyance shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance and to the extent necessary to conform to the applicable laws as the case may be, and the remaining provisions of this Conveyance shall remain valid and enforceable as applicable at the time of execution of this Conveyance.
- vi) The Purchaser - Allottee shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations and decisions of the Owner – Promoter / Service Society as regards general administration, management, maintenance, repair, addition, omission, upgrade, etc. of the common amenities, facilities, services, infrastructures and conveniences of the said Project and generally of common interest and benefit of the allottees of the premises - flats in the Project.
- vii) Without any adverse effect or impact on and without prejudice to sole and absolute ownership, possession, power and control of Owner – Promoter of the Project and, its unrestricted, un-fettered and un-hindered rights interests, benefits, advantages and privileges of the Owner - Promoter in respect thereof.
- viii) Any transfer or assignment inter- vivos or by operation of law or any disposal in any manner whatsoever by the Purchaser - Allottee or by way of transmission on account of inheritance or succession, shall take effect along with the share and membership of the Service Society and as per rules, regulations, resolutions, decisions and policies of the Service Society in force from time to time.

IV. The Purchaser agrees and undertakes to abide with the following terms and conditions of the scheme.

- i) The Purchaser has contributed over and above the purchase consideration, amount towards Building and common

Maintenance charges and interest free maintenance deposit to the Vendor and/or Service Society that has been formed by the Vendor for the common maintenance and amenities and facilities of the residential scheme and the Purchasers shall also have to contribute to such other and future accidental additional expenses and also towards the maintenance of the residential scheme to be incurred for the maintenance of the said scheme without any dispute or delay to the Vendor and/or the maintenance Society as and when called upon to do so. The Vendor shall maintain the said scheme for the period of 2 (Two) year from the date of obtaining of Building Use Permission from the amount of maintenance that has been collected from the members of the scheme.

- ii) The Purchaser has separately paid GST, Service Tax (if applicable), VAT (if applicable) and all other State Government or Central Government taxes, levies, dues and duties that have been made applicable to the sale of the said Flat and to the said scheme and further agree and undertake to pay in future such other GST, Service Tax (if applicable), VAT (if applicable) and all other State Government or Central Government taxes, levies, dues and duties that may be made applicable to the said scheme or to the said transaction of the said Flat in future. It is further agreed by the Vendor that the total price/consideration amount paid under this Deed for the purchase of the said property do not include the Torrent Power Limited, Uttar Gujarat Vij Company Limited charges, Ahmedabad Municipal Corporation charges, Legal charges and/or any others expenses/charges whatsoever and shall have been paid over and above the purchase consideration by the Purchaser to the Vendor.
- iii) The Purchaser shall never change the name of the scheme which scheme shall forever be known "Zaveri Greens".
- iv) The Purchaser shall have to compulsorily use the said property for residential use only. The Allottee/the Purchaser will not use or permit to be used the said Flat/property for commercial or business purpose, of hostel, paying guests house, nursing home, hospital, storehouse for commercial/ hazardous goods, office of the trade union or any political parties, Hukka Bar, Disco Thack, Gaming Zone or for any other purpose other than personal residential use;

- v) The Purchaser further declares that it shall never make any change in the outer elevation of the scheme and its outer color/ paints and shall also not remove or change any internal or external walls or pillars, doors, windows or make any change in the internal or outer structure of the property and/or scheme however the maintenance of the said property shall be done by the Purchaser at its own costs and expenses.
- vi) That Purchaser further declare that they shall never make any division or partition of the said property and shall also never puncture, alter, modify, break, damage or remove any internal walls without the consent of the Vendor however the Purchaser shall never have any right to puncture, alter, modify, break, damage or remove any outer walls;
- vii) That Purchaser shall keep the said property, its walls, the common passage, common open space, the common Parking and Lifts in net, clean and hygienic condition and the Purchaser shall never use the said property or the common passage, common open space, common parking, lifts or the area in front of the said property in such a way so as to create any nuisance to the neighbors or the other members of the said scheme and shall also not encroach of place anything or material outside the said property or in the common passage, common open space or common parking.
- viii) The Purchaser hereby agrees and undertake to use the said premises, common passages and common space, parking space, lifts of the said Scheme with due diligence and shall not keep any things or articles in the common passage/ corridor or throw anything outside in common space or in the common passage whereby it creates a nuisance or dirt and thereby inconvenience to the other members of the scheme.
- ix) The Purchaser shall use the said property and the common amenities and facilities of the scheme with due diligence and shall also maintain the water connection, gutter connection, electric connection and other connection in the said property and the Purchaser shall have to always keep the said property fully insured at their own expenses and also the said scheme fully insured at the common expenses of all the members of the scheme;

- x) The Purchaser shall compulsorily abide itself with the rules, regulations of the scheme and also by the resolutions of the Service Society;
- xi) The Purchaser further confirms that the terrace and the common amenities and facilities and common areas of the scheme shall be used by the Purchaser along with the other members of the scheme in common and shall never claim any exclusive right over the same and the common areas and common amenities and facilities shall be transferred by the Vendor to the Service Society at the cost of the Purchaser;
- xii) The Purchaser further declares that they have verified the specification of the said property/Flat and the scheme as were detailed by the Vendor and the quality of materials used for construction in the scheme and the specifications of materials used in the construction and being satisfied with the same has purchased the said property in their name from the Vendor. The Purchaser further declares that the Vendor has shown them and the Vendor has made to understood rules, regulations, bylaws of the Scheme and the Service Society and the Purchaser being satisfied with the same, confirm the same and declares that they shall have no dispute regarding the same.
- xiii) The Purchasers further declare that they shall never claim any exclusive right or ownership over any of the open terrace of the scheme and the open terrace of the scheme shall always be used by the Purchaser in common with all the member of the Scheme;
- xiv) The Purchaser further agrees and undertakes to pay all taxes, cesses, dues and duties chargeable in respect of the said property on and from the date of this Deed of Conveyance without any delay.
- xv) The Purchaser further declares that they shall always co-operate and allow persons of the Vendor and/or the maintenance Society to work in the scheme for the maintenance and upkeep meant of the common passage, common water connections, drainage and electrification.
- xvi) The Purchaser shall have to park their vehicles in the **allotted/ common parking** space of the Scheme;

- xvii) The Purchaser hereby agrees and undertakes to compulsorily pay all the charges regarding enrollment of the Purchasers by the Vendor as the member to the Service Society and the Purchasers further agrees and undertakes to adhere to the rules, regulations, norms and resolutions passed by the Service Society and if in case, the Purchaser fails to pay the maintenance charge to the Service Society in time, the Service Society shall have the right to recover the unpaid maintenance charges from the Purchaser with penalty and interest and shall also have the right to stop the supply of water to the said property and usage of common amenities and facilities;
- xviii) The Purchaser shall have to obtain prior permission of the Service Society for any type of transfer of the said property or even prior to giving the said property on lease or leave and license to any third party and the Purchaser shall have to pay such fees, transfer fees and charges to the Service Society as may be decided by the Service Society from time to time;
- xix) The Purchaser shall not store any dangerous materials or explosives in the said property.
- xx) The Purchaser shall never do any illegal activity in the said property.
- xxi) The Purchaser hereby agrees and undertakes that the Vendor has complied them with all the documentary evidence in regard to the title of the said land, the scheme and the said property and only after having satisfied with the same through their professionals has purchased the said property from the Vendor;
- xxii) The Purchaser further declares that the Vendor shall not be liable or responsible for all and every act, deed, matter and thing in respect of this sale transaction and for the said scheme and the Purchaser further agrees and undertakes to indemnify and keep the Vendor indemnified against all losses, damages, suits, claims and demands that the Vendor may suffer pay or incur owing to any act deed matter or thing done by the Purchaser;
- xxiii) The Purchaser further declares that the Vendor is fully entitled to and is authorized as the exclusive owner to sell or dispose off any other property or premises within the said scheme at such rate and at such terms as the Vendor may deem fit and property and the same shall be binding upon the Purchaser and the

Purchaser shall not have any right to object or dispute or challenge the same;

- xxiv) Any dispute between the parties hereto, shall be referred to an Arbitrator who shall be appointed by the Vendor and the decision of the Arbitrator shall be binding to the parties hereto and thereafter if any of the party is not satisfied with the award of the Arbitrator then and in that case the matter will be referred to the authority appointed under the RERA Act.
- xxv) The Promoter shall always have first charge on the flat/property for all the dues and other sums if any unpaid by the Allottee to the Promoter.
- xxvi) The Parties have agreed and accepted that the consideration agreed upon is composite one aggregate consideration. However, the Promoter for its accounting purpose or convenience, or required under the said Act, Rules, Regulations, policy and guidelines that may be framed there under or for the legal documentation work of transfer and vesting or otherwise, without prejudice to its composite character, may be split the consideration under different heads, like construction, development, land, common areas and amenities, etc., as the Promoter may deem fit and proper.
- xxvii) **Dispute Resolution:-** Any dispute between parties shall be settled amicably. In case of failure to settle 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, there under.
- xxviii) **SEVERABILITY :-** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

9. The Vendor further declares that the said property is not situated within the Disturbed Area which areas have been confirmed by the

Government vide its Notification and hence no permission under the Disturbed Area is required to be obtained and hence not obtained.

11. The Purchasers shall exclusively bear all the expenses of stamp duty, registration fees, typing charges, drafting charges, legal fees and all other out of pocket expenses in respect of the aforesaid sale.

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto set and subscribed their respective hands hereto on the day and the year first hereinabove written and in the manner hereinafter appearing.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE PROJECT LAND)

All that piece and parcel of freehold non-agricultural land situate lying and being at ZAVERI GREENS, Ghuma, Ahmedabad and bearing Block No.517 (Old Survey Nos.415 and 416) of Mouje Ghuma of Dascroi Taluka in the Registration District Ahmedabad and Sub-District of Ahmdabad -9 (Bopal) and bearing Final Plot No.197 of Town Planning Scheme No.2 (Ghuma) admeasuring 8195 Sq. Mtrs and the said project land is bounded as follows:-

On the North by :- Road
On the South by :- Final Plot NO.294, WS.E.W.S.H
On the East by :- Road
On the West by :- Final Plot No.293, N.H.C

THE SECOND SCHEDULE ABOVE REFERRED TO:
(THE SAID PROPERTY)

All Flat No._____ in Block No._____ on the _____ Floor admeasuring _____ Sq. Mtrs., (Carpet Area) alongwith Balcony No.____ adjoining _____ room admeasuring _____ Sq.Mtrs., (Carpet Area) and Balcony No.____ adjoining bed room admeasuring _____ Sq. Mtrs., (Carpet Area) and Wash Area admeasuring _____ Sq. Mtrs., (Carpet Area) making in all admeasuring _____ Sq. Mtrs. (Carpet Area) and _____ (____) parking space in Basement No.____/Ground Floor togetherwith _____ Mtrs., of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at Zaveri Greens, Ghuma, Ahmedabad bearing Block No.517 of Mouje Ghuma of Dascroi Taluka in the Registration District Ahmedabad and Sub-District of Ahmdabad -9 (Bopal) and bearing Final Plot No.197 of Town Planning Scheme No.2 (Ghuma) admeasuring 8195 Sq. Mtrs and the said property is bounded as follows:-

On the North by :-
 On the South by :-
 On the East by :-
 On the West by :

Note: together with the right to use all the common amenities, facilities, common passages, terrace, common parking of the said scheme along with the other members of the Service Society which is owned by the Service Society.

The Said Flat is shown with red colour boundary line on the Floor Plan annexed herewith as **Annexure “B”**.

: Property Photograph No.1:

: Property Photograph No.2:

Property Postal Add :- **Flat No._____ on _____ Floor of at**
Zaveri Greens, Ghuma, Ahmedabad

Signature of Vendor _____

Signature of Purchaser _____

SIGNED AND DELIVERED by the)
within-named)
ZAVERI AND COMPANY)
(GUJARAT) LLP through its)
Authorized Partner)
SHRI _____)
duly authorized vide Resolution)
dated __/__/2020, by the Promoter)
/the Vendor herein in the presence)
of:-)

1.

2.

MEMO OF CONSIDERATION

01.	Rs. _____/-	(Rupees _____ Only) paid by the Purchasers to the Vendor by a Cheque No._____ dated ____/____/20__ of _____ Bank Ltd., _____ Branch, Ahmedabad towards part consideration The receipt whereof the Vendor do hereby acknowledge.
02.	Rs. _____/-	(Rupees _____ Only) paid by the Purchasers to the Vendor by a Cheque No._____ dated ____/____/20__ of _____ Bank Ltd., _____ Branch, Ahmedabad towards part consideration The receipt whereof the Vendor do hereby acknowledge.
03.	Rs. _____/-	(Rupees _____ Only) paid by the Purchasers to the Vendor by a Cheque No._____ dated ____/____/20__ of _____ Bank Ltd., _____ Branch, Ahmedabad towards part consideration The receipt whereof the Vendor do hereby acknowledge.

WE SAY RECEIVED
ZAVERI AND COMPANY (GUJARAT) LLP

AUTHORIZED PARTNER

SIGNATURE	PHOTO	THUMB IMPRESSION
VENDOR		
ZAVERI AND COMPANY (GUJARAT) LLP through its Authorized Partner SHRI _____		

SIGNATURE	PHOTO	THUMB IMPRESSION
PURCHASER		

ANNEXURE - "A"

Re: IN THE MATTER OF Residential cum Commercial Project, known as **“ZAVERI GREENS”**, on the land situated Ghuma, Ahmedabad bearing Block No.517 of Mouje Ghuma of Dascroi Taluka in the Registration District Ahmedabad and Sub-District of Ahmdabad -9 (Bopal) and bearing Final Plot No.197 of Town Planning Scheme No.2 (Ghuma) admeasuring 8195 Sq. Mtrs

OBLIGATIONS, CONDITIONS, RESTRICTIONS, PROHIBITIONS, ACCEPTANCES, STIPULATIONS AND COVENANTS RUNNING WITH THE SAID FLAT AND BINDING TO THE PURCHASER - ALLOTTEE.

A. HANDING OVER OF POSSESSION:

1. The Purchaser - Allottee has perused, studied and explained to himself / herself / itself, the said Certificate and Report on Title of the Project Land issued by M/S. D. V.Desai & Company, Advocates, and the records, documents, papers and writings referred to therein, sanctioned Development Plans, specifications, designs, details and common amenities of the Project and other matters and things generally relating to the Project.
2. a) The construction of the Said Flat and development of the Project with all common areas, amenities and infrastructure is duly complete in all respect.
- b) The Purchaser - Allottee has taken inspection of the Said Flat and has checked, verified and satisfied about its area – measurement, and that the Said Flat is duly complete in all respect with all utilities of water,

sewerage, electrification, plumbing, and all required common amenities, facilities and services.

c) The Purchaser - Allottee has no complaint or grievance of any nature whatsoever for the quality of construction and the materials used and for the plans, specifications and designs of the Project and Said Flat.

d) The possession of the Said Flat is handed over by the Owner - Promoter to the Purchaser - Allottee. Building Use Permission by Ahmedabad Municipal Corporation is granted, dated _____, bearing No. _____.

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d) The possession of the Said Flat will be handed over by the Owner - Promoter to the Purchaser - Allottee upon the same is granted permission at the earliest for Building Use by Ahmedabad Municipal Corporation. The Owner - Promoter will endeavor to obtain such permission at the earliest. However, the Owner - Promoter shall not be responsible for any delay in obtaining or grant thereof by Ahmedabad Municipal Corporation.

B. USE AND MAINTENANCE:

1. The Purchaser - Allottee shall have no claim with respect to any part of the Project, like common foyer, ground level parking, basements parking, common amenities, terraces, open margin land, common open areas and spaces, lifts, lift well, staircases, lobbies, passages, atrium façade, exhaust fans, garbage ducts, fire system, plumbing duct, utility area, D.G. Set, bore-well, underground and over-head water tank, common areas and spaces, common amenities, facilities, services, utilities, and other assets of common use as may be save and except the Said Flat reserved for him/her/it herein and minimum conveniences required for use, occupation and enjoyment of Said Flat.
2. The expression "**Said Flat**" given to the Purchaser - Allottee herein shall be read, understood, interpreted and implemented with the spirit and intention the covered useable space thereof for their use, occupation and enjoyment as residential.
3. The Purchaser - 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 pardis or walls or other structural members of the Said Flat or any part of the building.
4. The Purchaser - Allottee shall not store in the Said Flat or bring in the building / Project 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 building / Project, its amenities, facilities and services.

5. The Purchaser - Allottee shall maintain at his/her/their cost the Said Flat in the same good condition, state and order in which it was delivered to him and shall abide by the Rules and Regulations of the Government, Ahmedabad Municipal Corporation (AMC), Ahmedabad Urban Development Authority (AUDA) and Electricity Company, Town Planning Authority, local bodies and other authorities and Service Society and shall attend, answer and be responsible for all his/her/their actions.
6. It is hereby agreed that the Purchaser - Allottee shall not put any notice/sign board on the Said Flat or any part of the Project without the written consent of the Owner – Promoter. The place, colour and size of the name board shall be decided by the Owner – Promoter / Service Society. However, the cost of preparation and fixing and maintenance will be done by Purchaser - Allottee.
7. The Purchaser - Allottee hereby covenants to 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 building other than the Said Flat.
8. a) The Purchaser - 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 flat nor for any illegal or immoral purposes or for the purposes prohibited by law.
- b) The Purchaser - Allottee will not use or permit to be used the Said Flat or any part thereof for commercial or business purposes, of dairy, hostel, club, gymkhana, hotel, restaurant, eatery, gymnasium, nursing home, hospital, storehouse for commercial/ hazardous goods, office of the trade union or political parties.
9. The Purchaser - Allottee shall not at any time demolish or cause to be demolished the Said Flat or any part thereof. The Purchaser - Allottee shall not make any alterations in the elevations and outside colour scheme of the Said Flat to be purchased by him. The Purchaser - Allottee will be required to pay such amount as may be fixed by the Owner - Promoter by way of Security Deposit to secure due observance thereof.
10. If any additions or alterations in or about or relating to the building of which the Said Flat forms a part of are thereafter 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 premises / Service Society in the building/s at their own cost and

consequences and the Owner - Promoter shall not be in any manner liable or responsible for the same.

11. The Purchaser - Allottee shall not change the outside elevation or colour scheme and shall not decorate the exterior of his/her/their Said Flat other than in the manner in which the same was previously decorated.
12. The Purchaser - Allottee 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 other flat or in the compound or any portion of the building/Project or Common Areas.
13. The Purchaser - Allottee of the Said Flat will not use or permit to be used the common areas, passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. of the Complex for waiting, storage or keeping any articles or things, organizing parties/functions or in any other manner.
14. The Said Flat shall be used, occupied and enjoyed by the Purchaser - Allottee as one flat and the Purchaser - Allottee shall not without the permission of Owner - Promoter / Service Society divide or sub-divide the same for use as more than one Flat. It has been specifically agreed that the main door and other openings by way of doors, windows or any other in the Said Flat shall not be changed, altered in colour, size or location. No new or other door, window or opening shall be made other than as proposed.
15. Fire Protection System or any other service, utility or facilities if required relating thereto by law or any authority, to be installed or erected in the Said Flat or any other measures which may be required to be taken relating thereto shall be attended by Purchaser - Allottee. All and every costs, charges and expenses for the same shall be borne and paid by the Purchaser - Allottee.

C. PAYMENT OF TAXES AND OTHER CHARGES TO DIFFERENT AUTHORITIES:

1. The Purchaser - 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.
2. So long as the Said Flat is not separately assessed for water rates, electricity bills, and any other outgoing amenities/facilities, the Purchaser - Allottee shall pay to the Owner - Promoter such amount as may be fixed by it from time to time. After the Said Flat in the Said Project are separately assessed, the balance amount will be refunded to or deficiency will be recovered from the Purchaser - Allottee by the

Owner - Promoter. The decision of the Owner - Promoter in all matters relating to the same shall be final and binding upon the Purchaser - Allottee.

3. The Purchaser - Allottee hereby agrees that if any amount hereafter becomes due to the Nagar Panchayat, the State Government, AMC, AUDA, Town Planning Authority, or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Owner – Promoter or allottee / allottees, the same shall be paid / reimbursed by the Purchaser / Allottee / Allottees / Service Society as may be applicable.
4. The transaction covered herein at present may become liable to tax under any direct or indirect tax laws or similar other laws. If by reason of any amendment to the constitution or enactment or interpretation or amendment of any other law, Central or State, on account of change in legal position, this transaction is held to be liable to tax, either as a whole or in part or for any inputs of materials or equipment used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser - Allottee on demand at any time.
5. The said amount of Rs. _____/- (Rupees _____ only) paid by the Purchaser - Allottee as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses present and future in respect of these presents and in respect of any further or other documents that may be made and executed or required to be made and executed or called upon to be made and executed; all taxes and charges of every description whatsoever relating to past, present or future levied, charged or imposed by State Government, Central Government or by any authority whatsoever under any law, including without limitation, service tax, sales tax, GST, labour welfare, value added tax, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by the Purchaser - Allottee. They will be paid immediately upon demand made by the Owner - Promoter / Service Society. The amount as may be fixed by the Owner - Promoter for or towards the same shall be final, conclusive and binding upon the Member.

D. ASSETS OF COMMON USE AND PAYMENT OF ADMINISTRATION, MAINTENANCE AND OTHER CHARGES:

1. a) The Purchaser - Allottee shall pay by way of Common Maintenance Fees the amount at the rate of Rs. _____/- per square foot of Carpet Area for initial period of _____ () months from the date / obtaining of Building Use Permission and thereafter as may be fixed by the Owner – Promoter / Service Society. This Maintenance amount will be utilised

to meet with/pay for the common electricity bills, water bills, staff salaries, repair, replacement, addition, modifications, renovation, administration, management, etc. of common amenities, facilities, services and infrastructure of the Project. The Maintenance amounts for other flat in the Project will be payable similarly. If the Maintenance amounts are found to be insufficient, the Purchaser - Allottee may be required to pay an additional amount as may be sufficient, in the opinion of Owner - Promoter / Service Society, to make good the deficit in such expenses. The decision of the Owner - Promoter / Service Society in all matters herein shall be final and binding upon the Purchaser - Allottee.

- b) In addition to aforesaid, Common Maintenance Fund at the rate of Rs. _____/- per square foot of Carpet Area shall be paid by the Purchaser - Allottee. Similar Common Maintenance Fund will be generated from the other allottees of the flats in the scheme, and the income thereof will be utilized to meet the expenses of maintenance, repair, etc. of the common amenities, facilities, services, conveniences, utilities and common infrastructure of the scheme.
- c) If the Owner - Promoter / Service Society shall make any other arrangement for the matters referred to in sub clause (a) hereinabove, including to attend the same through Estate Management Agency (hereinafter referred to as “**EMA**”) or otherwise, the same shall be binding upon the Purchaser - Allottee, and the Purchaser - Allottee shall be obliged to attend, observe, perform, comply and carry out in accordance therewith.
- d) The said Project is conceptualized, designed and is implemented by the Owner - Promoter. Under these circumstances, the over-all ownership, control, administration and management of the Project and its common areas and spaces, common infrastructure, amenities, facilities, services, conveniences and utilities (hereinafter referred to as Assets of Common Use) will remain with the Owner - Promoter, and thereafter the Service Society. The Owner – Promoter has emphasized and the Purchaser - Allottee has accepted that the Project has unique and special features, and beauty and pleasure and enjoyment of the Project and its flats are in the proper management and maintenance and running of its Assets of Common Use.
 - i) The affairs, matters and things as regards the Service Society, relating to the Project and Assets of Common Use and to manage, maintain, control, regulate, monitor, look after, renovate, upgrade, etc., the Assets of Common Use may, at its sole option be attended by the Owner - Promoter, by offering its services, through a group concern for such period and in such manner as it may fix before handing over possession.

- ii) The Owner - Promoter may attend the aforesaid by itself or through an agency on such terms and conditions that may be finalized by the Owner - Promoter / Service Society in the interest of the Assets of Common Use and the Service Society and Purchaser - Allottee.
- iii) The Owner - Promoter may manage the matters and things relating to the Assets of Common Use either directly or through the Service Society, and in doing so may directly appoint employees on its payroll or on the payroll of the Service Society or appoint agencies to provide various services concerning the same. The Owner - Promoter / Service Society may appoint an Estate Manager and other supporting staff for day to day management of the Project and its Assets of Common Use on the payroll of Service Society or otherwise.
- iv) Common Maintenance Expenses and Common Maintenance Deposit to be handled, managed, parked / invested, used, utilized, etc. in the hands of or through Service Society, by the Owner - Promoter in the interest of the Service Society and Assets of Common Use.
- v) The Owner - Promoter may hire professional managers and/or management agency for supervision and management of the Assets of Common Use. Direct or pro-rata charges and overheads for such services will be payable by the Service Society.
- vi) The Owner - Promoter as agent and for and on behalf of and in the name of the Service Society will be entitled to attend all matters and things herein, including to attend / manage the financial transactions and the same shall be duly accounted for.
- e) The Owner - Promoter / Service Society will maintain proper records in handling and attending the aforesaid financial and other matters and things.
- f) The Purchaser - Allottee regularly without any delay or default shall pay the Maintenance, Administrative and other Management deposits and charges fixed or that may be levied, charged or imposed by the Service Society and the Owner - Promoter from time to time. Without prejudice to the other rights and remedies of the Service Society provided under the bye-laws or otherwise available under the law, in case of regular or continuing delay or default in making such payments or part thereof or Purchaser - Allottee committing breach or violation of any other provisions herein on Purchaser - Allottee's part to be observed and performed, the Service Society may by a vote of two-third majority in its General Body Meeting remove and expel the Purchaser - Allottee from the membership of the Service Society.

- g) Subject to aforesaid, the decision of the Owner - Promoter in all affairs, matters and things aforesaid shall be final and binding upon the Purchaser - Allottee and the Service Society.
 - h) The Owner - Promoter shall not be required to pay maintenance and other payments and related charges for un-disposed of flats / premises in the scheme.
 - i) Any of the aforesaid matters and things may be changed, modified, revised, altered, added, substituted, etc. from time to time by the Owner - Promoter / Service Society.
 - j) The Owner - Promoter shall not be personally liable or responsible for all and every act, deed, matter and thing done or omitted to be done by it bonafide and as a man of reasonable prudence. The Service Society and the Purchaser - Allottee shall indemnify and keep indemnified the Owner - Promoter and all other persons under it in respect of thereof.
 - k) All affairs, matters and things in respect of the aforesaid shall be duly recorded and audited by Chartered Accountant. All such accounts and records audited and certified by the Chartered Accountant shall be final, and thereafter the Owner - Promoter shall not be responsible/liable towards the Service Society, Purchaser - Allottees or Members.
2. The Purchaser - Allottee shall be bound by such rules and regulations as may be framed by the Owner - Promoter and/or Service Society in the matter of use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement, etc. of common amenities, common areas, facilities, services, conveniences and infrastructure of the Project.
 3. Notwithstanding other provisions contained herein, any arrangement that may be worked out by the Owner - Promoter / Service Society for or in the matter of management, maintenance, etc. of the Assets of Common Use of the Project, to hold and use Common Maintenance Fund, the rules and regulations regarding use, occupation and enjoyment of the Assets of Common Use, and other matters and things of common interest shall be binding upon the Purchaser - Allottee herein and other allottees of the Said Flat in the Scheme.
 4. a) The Owner - Promoter has prepared layout plan for car parking spaces (covered and in open) in the compound, in the margins, under the building in the hollow plinth and basement, etc. Such parking space shall not be used for any purpose other than parking of private and personal vehicles. Rules, regulations and discipline as regards distribution, maintenance, payment - charges – amounts – security deposit, use and matters and things relating to parkings including reserved parkings by Purchaser - Allottee/s / premises holder/s will be

decided by the Service Society in consultation with Owner - Promoter and the same shall be binding upon the Purchaser - Allottee herein and other purchaser in the Scheme. The Purchaser - Allottee is given _____ car parking in compound/margin/ basement, No./s. _____. The Purchaser - Allottee herein and other premises holders / occupiers will be subject to General Rules of the Scheme in the manner as per **Annexure "C"** hereto and as may be modified by Service Society from time to time.

- b) Assets of Common Use shall be used with due care, caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to others.
5. The Project will finally be handed over to the Service Society upon the same is fully and finally executed, all flats thereof have been sold and disposed of and all the amounts and revenues to be recovered from Project by Owner - Promoter and agencies claiming under it are fully and finally recovered.
6. All administration, affairs, matters and things regarding use, utilization, enjoyment, distribution, sharing, payments, etc. of the Assets of Common Use by and between the Purchaser - Allottees, one or more of them, general or specific, with full interest or limited interest, in part or full, with or without payment of charges, etc. will be decided and will be governed according to rules, regulations, decisions, policies, guidelines and resolutions of the Service Society.

E. SPECIFIC RIGHTS OF OWNER – PROMOTER AND SERVICE SOCIETY:

1. The over-all control and management of the Project, implementation thereof, power to dispose of flats and all and every other related matters, in general shall be that of the Owner - Promoter and the decision of the Owner - Promoter in all matters shall be final and binding upon the Purchaser - Allottee herein and all other Purchaser - Allottees in the scheme.
2. Any part of the Project interior or exterior, margin land, open areas, open spaces, walls, compound walls, parapet walls, terraces, etc. may be used or allowed to be used for advertisement, hoardings, neon sign lights, display, etc. by any person for hire, reward or for any other consideration and manner as Owner - Promoter may deem fit.
3. It has been agreed that the Purchaser - Allottee shall not be entitled for any separate estimate of land contribution, construction contribution or any other separate detailed particulars of the amount paid as price – consideration – contribution of Rs. _____ /-. However, the

Owner - Promoter for its purpose may account for the same under such different heads of the Project and matters thereof as it may deem proper.

4. The Owner - Promoter / Service Society shall, in respect of any amount remaining unpaid by the Purchaser - Allottee under this deed shall have a first lien and charge on the Said Flat.
5. The Purchaser - Allottee hereby agrees to pay all the amounts payable under the provisions herein as and when they become due and payable. Time in this respect being the Essence of the Contract. Further the Owner - Promoter / Service Society is not bound to give notice requiring payment to be made, time for payment of which is specifically agreed upon herein and the failure thereof shall not be placed as an excuse for non payment of any amount or amounts on the respective due dates. Any payment required to be made by the Purchaser - Allottee under the terms hereof, and time for payment if not specifically provided, shall be paid as and when demanded by the Owner - Promoter / Service Society.
6. Any delay by the Owner - Promoter / Service Society in enforcing the terms of this Indenture or any forbearance or giving time to the Purchaser - Allottee shall not be considered as a waiver on the part of the Owner - Promoter to the Purchaser - Allottee nor shall the same in any manner prejudice the remedies of the Owner - Promoter.
7. The Project shall always be known as “**ZAVERI GREENS**” and this name shall not be changed without the express written permission of the Owner - Promoter. However, the Owner - Promoter may change the name of the scheme at any time or give different names / sub names to its different parts.
8. The Purchaser - Allottee has been given the Said Flat and its related FSI only. The Owner - Promoter has made aware the Purchaser - Allottee that they are proposing to dispose of the other premises in the Project to different other persons. The Owner - Promoter shall have right to dispose of these other premises in such manner, for such consideration and on such terms and conditions as the Owner - Promoter may deem fit. The same shall be binding upon the Purchaser - Allottee, and the Purchaser - Allottee shall not have any power or authority to dispute, challenge or take objection for the same.
9. In case of any disagreement between the Owner - Promoter and the Purchaser - Allottee as regards any matters provided or not provided herein, the decision of the Owner - Promoter shall be final and binding upon the Purchaser - Allottee.

F. INSURANCE AND MAINTENANCE SURVEY:

1. The Purchaser - Allottee shall insure and keep insured the Said Flat against loss or damage by fire, earthquake, riot, war, flood, civil

commotion, act of God or such other risks to the full value thereof, with nationalized insurance company of repute having office at Ahmedabad, and in the event of the Said Flat being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Flat as soon as reasonable, practical and required.

2. The Purchaser - Allottee shall not do or permit to be done any act or things which may render void or voidable any insurance of any flat in the building or any part of the building or cause any increased premium payable in respect thereof.
3. The Purchaser - Allottee shall permit the Owner - Promoter / Service Society and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Flat or any part thereof to view and examine the state and condition thereof and the Purchaser - Allottee shall make good any defects found within ten days of the giving of such notice in writing by the Owner - Promoter / Service Society to the Purchaser - Allottee.
4. The Purchaser - Allottee shall permit the Owner - Promoter / Service Society and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Said Flat or any part of the building / Project and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, water and drainage pipes, cables, water covers, gutters, wires, or other conveniences belonging to or servicing or used for the building/s and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas, water pipes and electric wires, cables for internet/TV and for similar or other purposes.

G. SPECIFIC COVENANTS BY PURCHASER - ALLOTTEE:

1. The Purchaser - Allottee agrees that in respect of any remittances, acquisition / transfer of the Said Flat, any refund, transfer of security deposit, etc. made by him / her / their, attracted by the provisions of 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 - Allottee, and all concerned. The Owner - Promoter accepts no responsibility in respect thereof.
2. a) The Purchaser - Allottee shall not without the prior written permission of the Service Society, let, sub-let, sell, transfer, convey, mortgage, assign, charge or in any way encumber or deal with or dispose off the Said Flat nor assign, underlet or part with his interest or the benefit of the allotment or any part thereof until the Purchaser - Allottee shall have obtained permission of the Service Society, and such permission may be granted as per rules and regulations of the Service Society.

- b) Any such approval may be granted by the Service Society as per its rules and regulations, and upon payment of such amount as may be stipulated by the Service Society by way of transfer fees or otherwise, and only if there is no outstanding breach or violation of any of the provisions herein and amount payable to the Owner - Promoter / Service Society and EMA on any account whatsoever.
- 3. The Purchaser - Allottee shall at no time demand partition of his/her/its interest in the Project or the Land. It being agreed and declared by the Purchaser - Allottee that his/her/its interest as stated above is impartible, except exclusivity of Purchaser - Allottee of Said Flat
- 4. The Purchaser - Allottee has required eligibility to become member and share holder of the Service Society as per bye-laws, rules and regulations and resolutions of the Service Society, and shall be required to become member and share holder of the Service Society, and shall be bound by all past, present and future rules, regulations, decisions, policies, guidelines, resolutions, etc. of the original Service Society and the Service Society herein.
- 5. The Purchaser - Allottee for all practical purposes will be deemed to hold the Said Flat as member and share holder of the Service Society.
- 6. The Purchaser - Allottee is aware and has perused and studied the constitution of the Service Society, rules and regulations thereof and the resolutions, decisions, etc. taken or adopted from time to time from incorporation thereof till date. The Purchaser - Allottee accept and confirm the same and also shall not be entitled to dispute, challenge or object the same.

H. FURTHER DEVELOPMENT AND CONSTRUCTION AND DISPOSAL THEREOF:

- 1. For the purpose aforesaid, the Owner – Promoter will be entitled from time to time to prepare, vary, amend and/or alter the layout plans, development plans, designs and specifications as the Owner – Promoter may deem fit and as the nature and circumstances may require, and obtain sanction to the same from the AMC and other applicable consent authorities.

I. JOINT HOLDER:

- 1. In case the Purchaser - Allottee is joint, consists of more than one, the permission of the usage of the Assets of Common Use by the other joint Purchaser - Allottee will be through the First of such joint Purchaser - Allottee, and shall not be independent or separate.

2. All consents, confirmations etc. if and when required of the joint Purchaser - Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Purchaser - Allottee. However, it has been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of all the joint Purchaser - Allottee shall be required.
3. Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Purchaser - Allottee. All notices, communications etc. may be addressed by the Owner - Promoter to the first of such joint Purchaser - Allottee.
4. The Purchaser - Allottee inter-se shall not be entitled to subdivide the Said Flat, the intent being the Said Flat shall stand in the names of the joint Purchaser - Allottee as one single Said Flat.

J. RIGHTS AND OBLIGATIONS OF SERVICE SOCIETY:

1. All rights, interests, privileges, advantages, etc. of the Owner - Promoter in respect of the Land and in respect of the Project, undisposed of premises and reserved under these presents are unfettered, unaffected and freely exercisable.
2. The Service Society shall not add, alter or modify its constitution, rules and regulations, nor shall adopt any resolutions or take decisions nor generally shall do any act, deed, matter or thing which may or can adversely affect the rights and interest of the Owner – Promoter or the provisions of these presents. Anything done in violation thereof shall be null and void ab-initio, and shall not take effect and shall not be binding upon the Owner - Promoter.
3. The Project will be handed over to Service Society as stated above. However, the handing over of the project shall be for the limited object and purpose to hold, look after, manage, maintain the Project Land, common amenities, facilities and services and other common interest of the holders of the premises in accordance with and under RERA Act. The Owner - Promoter will be entitled to all rights and interest reserved for it under these presents.
4. The Owner / Promoter shall not have any claim on FSI, additional FSI and Terrace rights after Building use Permission has been obtained, such rights if any will be owned by the “Service Society of Allottees”.

K. INDEMNITY BY PURCHASER - ALLOTTEE:

1. Without prejudice to other rights and remedies of the Owner - Promoter / Service Society under the terms, conditions and provisions herein, and also otherwise available under the law and in addition thereto, the Purchaser - Allottee shall indemnify and keep the Owner - Promoter

and all persons to claim under it / Service Society, other Purchasers - Allottees / employees, agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions on his part herein and against any loss, damage, liability, action, claim, suit, proceedings, cost, charges and expenses that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Purchaser - Allottee as mentioned herein.

L. GENERAL – MISCELLANEOUS:

1. The Purchaser - Allottee has been given receipts for all the payments made by him / her / it to Owner – Promoter. The Purchaser - Allottee shall obtain receipts for all the amounts that may be paid hereafter to the Owner - Promoter / Service Society. No claim for any payment shall be valid, save and except in respect of which the Purchaser - Allottee has obtained and produce such receipts.
2. The scope of work and services given by and duties of the Owner - Promoter is for and till the completion of work of construction and development of the Said Flat and implementation of the Project actually at site as per Development Plans and to obtain Building Use Permission, which is duly completed to the satisfaction of the Purchaser -Allottee. Purchaser-Allottee has visited site taken inspection and verified the completion of the Project it common infracture amenities and facilities.
3. The Owner - Promoter may, at its discretion, provide security, telephone cable, multipurpose cable, TV channels, CCTV, internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be made available to the Purchaser - Allottees in the scheme. These facilities may be provided through any outside agency under contract with the Owner - Promoter/ Service Society on such terms and conditions as may be finalised by the Owner - Promoter with them. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser - Allottee and other Purchaser - Allottees in the scheme. The Purchaser - Allottee may use such facilities as per rates - price - consideration and terms and conditions as may be fixed.
4. The Purchaser - Allottee hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
5. The Purchaser - Allottee hereby declares that he/she/it has been given copies of papers, permissions, writings, plans etc. and has read, understood, accepted and agreed to each and every term of this Agreement before execution.
6. The Purchaser - Allottee, as the context may require, shall also include their representatives, occupiers, visitors, authorised person, successors,

assigns and all and every other person or persons to claim under him/her/it/them.

7. The expression “**Service Society**” shall also mean and include any person authorised or nominated by it or its assignee or transferee or successor.
8. The Purchaser - Allottee hereby declare that he / she / they / it has / have read, understood and agreed to each and every conditions, provisions, stipulations and covenants before execution hereof.
9. The Owner - Promoter has declared and announced its scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.
10. The “**Heading**” in these presents are inserted for convenience only, and shall not control, govern, or affect the spirit, intention and interpretation of provisions thereof.
11. The letters, receipts and/or notices issued by the Owner - Promoter dispatched Under Certificate of Posting to the address of the Purchaser - Allottee or by way of E-mail, as known to the Owner - Promoter will be sufficient proof of receipt of the same by the Purchaser - Allottee and shall completely and effectively discharge the Owner - Promoter.

ANNEXURE “C”

GENERAL RULES OF THE SCHEME

1. The common areas, amenities, facilities and services are like
, etc. The same may be revised, up-graded, renovated, added, omitted, etc. (Hereinafter referred to as the “**Assets of Common Use**”).
2. Assets of Common Use will be allowed to be used by the members. The same may be allowed to be used by their guest or tenant as per such rules and regulations as may be framed from time to time.
3. The Assets of Common Use shall be used with due care and caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to the others.

4. The members shall give all co-operation as the nature and circumstances may require to maintain and keep the same clean and in good proper condition.
5. Necessary provision to be made by the Service Society for proper safety, security and protection of the Assets of Common Use. The members shall extend all co-operation to the security staff, and shall follow instructions and rules in relation thereto. In case of disregard or disobedience, members will not be allowed any access or use to any of the Assets of Common Use.
6. Common entrance to the Project / Scheme / Buildings will be provided with security personal, and the entry and exit will be managed and controlled by security staff as the nature and circumstances may require for proper, safety, security and protection, including entry on production of ID, maintenance of visitors book, signing of register, to close the gate after late night of about 11 p.m. and to open as may be required to go out or get in, etc. on verification of proper identity. The members shall co-operate the security staff for the same. Surveillance / Camera / CCTV facility may also be provided.
7. Any work of interior decoration, furniture or design will be done only under intimation to the Service Society / Owner - Promoter with prior permission. Such permission will be granted with such restrictions as may be imposed, like
 - i) payment of security deposit as may be levied, which will be refunded without interest upon the work is carried out accordingly. Damage if any, caused in the project / building / Assets of Common Use will be deducted there from,
 - ii) design of the work, if involves any change in civil work to be approved,
 - iii) Passenger Lift will not be used for carrying materials,
 - iv) the work will be carried out only during the day time,
 - v) the names and details of the persons engaged in the work to be given,
 - vi) the estimated time for completion of work to be given,
 - vii) the work to be carried out in a manner without causing any nuisance, annoyance or damage to the others.
8. The members shall not make any temporary or permanent change, modification or alteration in the location, of electricity meter, internal toilets, pantry, etc. and also of specifications and infrastructure and

related paraphernalia nor shall make any additions or alterations in the structure of the building, nor shall do anything which may cause damage or which may weaken the structure of the building, like slab, columns, beams, load bearing walls, etc.

9. Facility of parking will be used subject to following rules.

- a) Specific Reserved Parking Numbers to be given. RTO car registration number to be given.
- b) This will entitle an exclusive PERSONAL right to use the reserved parking for the purpose of parking of vehicle. Such will be facility as licensee.
- c) The ownership of the parking or no permanent interest in parking will be given. Such parking will continue to be a part of the common infrastructure and facilities of the Scheme / Service Society subject to Reserved Parking.
- d) Reserved Parking will be used only for the purpose of parking vehicles and for no other purpose whatsoever.
- e) Parking space shall not be covered with chain-link or in any other manner and shall always be kept open.
- f) The reserved parking space shall be kept properly maintained and cleaned, though common maintenance of the parking area will be attended as part of common amenities, facilities and services.
- g) 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 thing shall be put thereon or thereat.
- h) This facility of Reserved Parking will be attached to flat and is intended to go alongwith transfer or transmission of flat as facility running with the premises.
- i) Reserved Parking shall not be separately heritable, transferable or assignable in any manner whatsoever, except running with the premises.
- j) Reserved Parking shall not be allowed to be used by any third party including any other holder of premises.
- k) 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 or 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.

- l) The Reserved Parking holder shall be required to give registration number of vehicles to be parked. Any change shall be notified to Service Society.
 - m) Parking of the vehicle will be at the risk and consequences of the premises holder, and Service Society and the management will not be responsible for any type of loss, damage, theft, etc. of the vehicle or relating thereto.
 - n) Drive-way shall be used, vehicles shall be parked, taken out, etc. without causing any damage to, hindrance, obstruction, unnecessary noise in pollution, the parking area, and without causing any damage to the person and property of the other vehicles. In general, the parking will be used with extra care and caution, so as not to cause any harm, injury or damage to person and vehicles of the occupants / flat holders / flat holders and their authorized representatives and visitors.
 - o) Reserved Parking will subject to such other terms, conditions and discipline that may be imposed from time to time, including as regards payment of Security Deposit, security or maintenance or administration or management charges.
 - p) After giving of parking if it is found that the holder of the Reserved Parking has not requirement to use parking, the same may be required to be surrendered temporary or permanent as the circumstance may be and will be made available to him upon his requirement at future time. Reserved Parking, accordingly, may be given for temporary use to others.
10. The layout plan of the ground level parking is annexed herewith. The parking marked "A" is reserved for (if any). While parking marked "B" is reserved for the guest and visitors of the premises.
 11. 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 crude way of using hammer – hathodi, etc. by using drill machine, cutting machine, core cutter, etc.
 12. Plumbing, electrical, sanitary, etc. work shall be carried through the agencies appointed by the Owner - Promoter / Service Society on payment of charges as may be fixed and finalized. However, no out-side

agency will be allowed for the same, except for the entire whole new work and with the permission of the Owner - Promoter / Service Society.

13. No premises will be given on rent except without the previous written permission of the Service Society / Owner - Promoter. Such permission will be granted on such terms as may be filled by the Service Society / Owner - Promoter, which may include payment of fees, charges, additional common maintenance, etc. Proper and complete details and identification of the persons to use the premises shall be given, whose background will be checked, verified and satisfied by the Owner - Promoter / Service Society.
14. The Member shall not make any change in the out-side facade / elevation nor effect any change in its colour scheme nor will put any signage or print or do any other display whatsoever.
15. In case of any leakage, sewage in the floor or toilet block of any premises of the Project, and the same shall be repaired, replaced, etc. by the holder thereof at his own cost and expenses.
16. All out-door air-conditions ducts fins are designed by HVAC Consultant and out-door air-conditioning unit shall be installed within such ducts and without causing any damage or removal of the ducts or fins, and any damage or removal shall be repaired or reinstated by the member who has caused the same at its cost and expenses.
17. These rules may be modified, added, omitted or altered by Owner - Promoter / Service Society as it may decide from time to time.

DRAFT
DEED OF CONVEYANCE

THIS INDENTURE is made at Ahmedabad this ____ day of _____, 2020 between:

ZAVERI AND COMPANY (GUJARAT) LLP, a Limited Liability Partnership formed and registered under Limited Liability Partnership Act, 2008 having LLPIN : AAD-6300, having its Registered Office situate at G-12, Swagat Building, C.G.Road, Near Lal Bungalow, Ahmedabad – 380 006 PAN NO.AABFZ3907E hereinafter referred to as "the Promoter/the Vendor" (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include the said firm and its partners as at present from time to time and its successors in title and assigns) of the One Part and (1) _____, aged about ____ Occupation _____, residing at _____, Ahmedabad PAN CARD NO. _____ and (2) _____, aged about ____ Occupation _____, PAN CARD NO. _____, both residing at _____, _____

Ahmedabad – _____ hereinafter referred to as “the Purchasers” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Purchaser/s and his/ their respective heirs, executors, administrators and assigns) of the Other Part.

1. WHEREAS by a Deed of Conveyance dated 13th day of March, 2020 executed by (1) PRANJIVANDAS VIRJIBHAI MANDALIA and (2) ZAVARILAL VIRJIBHAI MANDALIA as the Vendors therein and the Promoter/the Vendor herein as the Purchaser therein and registered with the Sub-Registrar, Ahmedabad - 9 (Bopal) under Serial No.8080, the Vendor therein had sold absolutely to the Promoter/ the Vendor herein an immovable property being all that piece and parcel of freehold non-agricultural land situate lying and being at Zaveri Greens, Ghuma, Ahmedabad and bearing Block No.517 (Old Survey Nos.415 and 416) of Mouje Ghuma of Dascroi Taluka in the Registration District Ahmedabad and Sub-District of Ahmdabad -9 (Bopal) and bearing Final Plot No.197 of Town Planning Scheme No.2 (Ghuma) admeasuring 8195 Sq. Mtrs. The entry to that effect was made on 23/06/2020 under Serial No. 11862 which has been duly certified by the revenue authority (hereinafter referred to as “the project land”) and more particularly described in the First Schedule hereunder written hereunder written free from any charge or encumbrances and also free from reasonable doubts.

2. AND WHEREAS the project lands have been duly converted to Non-Agricultural use for residential purpose vide permission bearing No.TP.Jamin/G/1.S.R.16a.V.348 dated 16/02/1995 issued by the Taluka Development Officer, Ahmedabad and further that Collector, Ahmedabad has vide its revised permission No.1057/07/06/032/2020 dated 27/04/2020 has duly concerted the land to multipurpose non-agricultural use. The Entry to that effect was also entered in the revenue records of

mutation entry book viz. Village Form No. 6 on 27/04/2020 under Serial No. 11838 duly certified by the concerned revenue authority followed by Village Form No. 7 & 12.

3. AND WHEREAS the Vendor has got the plans for residential cum commercial construction on the said project land has been duly approved by Ahmedabad Municipal Corporation vide its Development Permission being Rajja Chitti No. PRM/124/9/2020/169 dated 11/05/2021 for construction of Parking in Cellar/Basement, Paring + 28 Shop + Soc. Room on Ground Floor (Hollow Plinth), 30 (Thirty) residential Shops each on First Floor to Fourteenth Floor, Stair Cabin, Terrace, Machine Room and Over Head Water Tank and the Purchaser has seen, verified and has fully satisfied himself/ herself/ themselves about the title of the said project land and the Purchaser has also seen, verified and has fully satisfied himself/ herself/ themselves about the quality and specifications and the nature of construction of the scheme and the Purchaser has accepted the same unconditionally.

4. AND WHEREAS the Vendor pursuant to the approved plans has completed the construction and development of the scheme known as “Zaveri Greens” on the said project land and Ahmedabad Municipal Corporation has also issued Building Use Permission dated __/__/____.

5. AND WHEREAS the Purchaser having understood the said scheme and having agreed to abide by the rules and regulations of the scheme had decided to purchase and acquire from the Vendor all that Shop No. _____ in Block No. _____ on the _____ Floor admeasuring _____ Sq. Mtrs., (Carpet Area) and _____ (____) parking space in front of the Shop No. _____ on the Ground Floor togetherwith _____ Mtrs., of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at Zaveri Greens, Ghuma,

Ahmedabad bearing Block No.517 of Mouje Ghuma of Dascroi Taluka in the Registration District Ahmedabad and Sub-District of Ahmdabad -9 (Bopal) and bearing Final Plot No.197 of Town Planning Scheme No.2 (Ghuma) admeasuring 8195 Sq. Mtrs., (hereinafter referred to as “the said property”) more particularly described in the Second Schedule hereunder written free from any charge or encumbrances and also free from reasonable doubts at or for a price or consideration of **Rs._____/-** **(Rupees _____ only) under and by virtue of Agreement for Sale dated __/__/____ made between the Vendor and the Purchaser and duly registered with the Sub-Registrar, Ahmedabad -9 (Bopal) under Serial No. _____.**

5. AND WHEREAS the said Project consists of several Shops to be disposed of to prospective Purchasers - Allottees. For the purpose of convenience and efficient management, running and maintenance of the common amenities and facilities with Project Land and for the common good, object and purposes of the Purchasers – Allottees of the Shops and shops and to meet the requirement of RERA Act, Service Society of the name “_____ **Service Co-operative Society Limited**”, registered on _____ under Serial No. _____ under **CIN No. _____** is formed to consist of Purchasers - Allottees of the Shops and shops in the Project as its Members and Shareholders. The Purchaser - Allottee agrees to become member of such Service Society and shall be bound by its all rules, regulations, resolutions, decisions, directions, requirements and demands as may be prescribed, framed, imposed, omitted, or added from time to time.

6. AND WHEREAS the Purchaser has requested the Vendor to execute a Deed of Conveyance in **his/her/their** favour in respect of the

said property, which the Vendor has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH:

I. In pursuance of the said Agreement and in consideration of the sum of **Rs._____/- (Rupees _____ only)** paid by the Purchaser to the Vendor towards full consideration on or before the execution of these presents (the payment and receipt whereof the Vendor doth hereby admit and acknowledge of and from the same and every part thereof doth for ever acquit, release and discharge unto the Purchaser), the Vendor doth hereby grant, transfer, assign, release, convey and assure unto the Purchaser for ever all that **Shop No._____ in Block No._____ on the _____ Floor admeasuring _____ Sq. Mtrs., (Carpet Area) and _____ (____) parking space in front of the Shop No._____ on the Ground Floor togetherwith _____ Mtrs.,** of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at Zaveri Greens, Ghuma, Ahmedabad bearing Block No.517 of Mouje Ghuma of Dascroi Taluka in the Registration District Ahmedabad and Sub-District of Ahmdabad -9 (Bopal) and bearing Final Plot No.197 of Town Planning Scheme No.2 (Ghuma) admeasuring 8195 Sq. Mtrs., and more particularly described in the Second Schedule hereunder written together with all and singular the courts, yards, areas, ways, wells, compounds, paths, passages, water courses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, member and appurtenances whatsoever to that piece or parcel of land or ground belonging to or anywise appertaining to or with the same or any part thereof now or at any time hereto before usually held, occupied or enjoyed therewith or reputed or known as part parcel or member thereof or belong to or be appurtenant thereto **AND ALSO TOGETHERWITH** all the deeds, documents, writings and other evidences of right, title

relating to that piece or parcel of land hereditaments and premises or any part thereof AND ALL the estate, right, title, interest, use, inheritance, profits, benefit, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said property or any part thereof AND TO HAVE AND TO HOLD all that piece or parcel of land hereditaments and premises or any part thereof hereby granted, released and assured or intended so to be with its and every of its rights, title and appurtenances UNTO AND TO THE USE and benefit of the Purchaser for ever SUBJECT TO obligations, conditions, restrictions, prohibition, acceptance, stipulations and regulations attached to and running with the Said Shop and binding on the Purchaser – Allottee contained in **Annexure “A”** hereto to and also FURTHER SUBJECT TO all rents, rates, taxes, assessments, dues and duties chargeable upon the same or which may from the date of these presents become payable in respect thereof to the State of Gujarat or Ahmedabad Municipal Corporation or any local body or bodies.

II. AND the Vendor doth for itself and its successors in title and assigns covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever done by it, the Vendor or by any of them or by any person or persons lawfully or equitably claiming by from through under or in trust for the Vendor, made, done, committed or omitted knowingly or willingly suffered to the contrary, the Vendor now hath for itself good right, full power and absolute authority to grant, convey, release, assign and assure all that piece or parcel of land or ground hereditaments and premises hereby granted, conveyed, released and assured or intended so to be with its and every of its right, title and appurtenances UNTO AND TO THE USE and benefit of the Purchaser in the manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly enter upon, have occupy, possess and

enjoy the said land, hereditaments, premises and the said property, receive the rents, issues, profits and benefits thereof and of every part thereof to and for **his/her/their** own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by it, the Vendor or by any person or persons lawfully or equitably claiming or to claim by from through under or in trust for them or any of them AND that free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified of from and against all encumbrances whatsoever had executed occasioned or suffered by the Vendor or any of them or any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them and/or any of them AND FURTHER that the Vendor and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the Vendor or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do or execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, matters, things, evidences and assurances in the law whatsoever for the better and more perfectly and absolutely granting, releasing and assuring the said land, hereditaments and premises and every part thereof UNTO AND TO THE USE of the Purchaser in the manner aforesaid by the Purchaser, **his/her/their** heirs, executors, administrators, successors and assigns as shall be reasonably required.

III. The Purchaser declares having verified the title to the said property and the scheme, quality and nature of construction of the said property and its specifications and admeasurements through **his/her/their** professionals and after being fully satisfied with the same hereby has

taken over the peaceful, actual, physical and vacant possession of the said property in the presence of two witnesses from the Vendor and further declares and confirms that since only after being satisfied regarding the title to the said property and the quality and nature of construction, the admeasurements of the said property, has the Purchaser requested the Vendor to execute and register these presents and to hand over the peaceful, actual, physical and vacant possession of the said property and therefore the Purchaser hereby agrees and undertake to never raise any dispute in regard to the same against the Vendor and the Purchaser further declares that the Purchasers has taken over the actual, physical and peaceful possession of the said property form the Vendor in the presence of two witnesses.

IV. The Owner – Promoter hereby for itself, its executors, administrators and assigns covenant with the Purchaser - Allottee that the Owner – Promoter agrees at the request and cost of the Purchaser - Allottee do and execute all such further and other lawful and reasonable acts, deeds, things, matters and writings for more properly transferring and vesting the Said Shop unto the Purchaser - Allottee.

(A). The Purchaser - Allottee has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Owner - Promoter that the Said Shop is given, granted, conveyed, transferred and assigned by the Owner - Promoter unto the Purchaser -Allottee is also subject to the followings.

- i) Obligations, conditions, restrictions, prohibitions, acceptance, stipulations and regulations contained in **Annexure "A"** hereto and on the part of the Purchaser - Allottee understood, confirmed, accepted, agreed to be observed and performed, and the same shall be covenants running with the Said Flat.
- ii) a) The Service Society herein is a Society of allottees of the Shops and Shops in the Project to be formed as envisaged under section 11 (4) (e) of the said RERA Act for the objects and purposes and rights and duties

of and under the other applicable provisions of the said RERA Act, rules, regulations and guidelines framed / issued there under. The Service Society herein at all time and as the nature and circumstances may require from time to time, and when assigned agrees to undertake, carry-out and perform its duties and obligations and exercise rights, powers and authorities in accordance with the provisions of the said RERA Act rules, regulations and guidelines framed / issued there under and under the provisions of these presents.

- b) The right and interest of the Purchaser – Allottee herein as regards their (_____ Sq.mts.) undivided share in the Project Land and undivided share in common areas and amenities has been agreed to be entered, registered and represented in the revenue record in the name of the Service Society in fiduciary capacity as and when required under the law. The Purchaser - Allottee herein gives his irrevocable consent for the same.
- c) It will finally so happen that upon disposal of all the Shops and shops in the Project, the Project Land will be if required under the law entirely entered and registered in the name of the Service Society in the revenue and other land records, representing the rights and interest of the purchasers – allottees of Shops and shops. All matters and things relating to Project Land and Project subject to other provisions herein, including of **Annexure “A”** hereto in general shall be attended, managed and governed by / through Service Society and shall be binding upon the Purchaser – Allottee. The Purchaser – Allottee herein shall not raise any dispute or objection or challenge for the same. Any attempt to do shall be null and void.
- iii) The Service Society shall unless the context otherwise requires shall have the meaning rights and duties assigned to Service Society of allottees under the said RERA Act.
- iv) The Purchaser – Allottee accept, confirm and record that he has been given all documents, details, particulars, as are specified under the said RERA Act and the rules and regulations made there under, and the Purchaser – Allottee is satisfied in respect of the same. The Purchaser – Allottee further agree and confirm that the Owner – Promoter to his/her/their satisfaction carried out all functions, duties and obligations imposed upon the Promoter under the said RERA Act, rules, regulations and guide-lines framed / issued there under and the Purchaser – Allottee has no complaint or grievance or objection of any nature whatsoever in respect of the same.
- v) If any provision of this Conveyance shall be determined to be void or unenforceable under the applicable laws, such provisions of this Conveyance shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance and to the extent necessary to conform to the applicable laws as the case may be, and the

remaining provisions of this Conveyance shall remain valid and enforceable as applicable at the time of execution of this Conveyance.

- vi) The Purchaser - Allottee shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations and decisions of the Owner – Promoter / Service Society as regards general administration, management, maintenance, repair, addition, omission, upgrade, etc. of the common amenities, facilities, services, infrastructures and conveniences of the said Project and generally of common interest and benefit of the allottees of the premises - Shops in the Project.
- vii) Without any adverse effect or impact on and without prejudice to sole and absolute ownership, possession, power and control of Owner – Promoter of the Project and, its unrestricted, un-fettered and un-hindered rights interests, benefits, advantages and privileges of the Owner - Promoter in respect thereof.
- viii) Any transfer or assignment inter- vivos or by operation of law or any disposal in any manner whatsoever by the Purchaser - Allottee or by way of transmission on account of inheritance or succession, shall take effect along with the share and membership of the Service Society and as per rules, regulations, resolutions, decisions and policies of the Service Society in force from time to time.

IV. The Purchaser agrees and undertakes to abide with the following terms and conditions of the scheme.

- i) The Purchaser has contributed over and above the purchase consideration, amount towards Building and common Maintenance charges and interest free maintenance deposit to the Vendor and/or Service Society that has been formed by the Vendor for the common maintenance and amenities and facilities of the residential scheme and the Purchaser shall also have to contribute to such other and future accidental additional expenses and also towards the maintenance of the residential scheme to be incurred for the maintenance of the said scheme without any dispute or delay to the Vendor and/or the maintenance Society as and when called upon to do so. The Vendor shall maintain the said scheme for the period of 2 (Two) year from the date of obtaining of Building Use Permission from the amount of maintenance that has been collected from the members of the scheme.

- ii) The Purchaser has separately paid GST, Service Tax (if applicable), VAT (if applicable) and all other State Government or Central Government taxes, levies, dues and duties that have been made applicable to the sale of the said Shop and to the said scheme and further agree and undertake to pay in future such other GST, Service Tax (if applicable), VAT (if applicable) and all other State Government or Central Government taxes, levies, dues and duties that may be made applicable to the said scheme or to the said transaction of the said Shop in future. It is further agreed by the Vendor that the total price/consideration amount paid under this Deed for the purchase of the said property do not include the Torrent Power Limited, Uttar Gujarat Vij Company Limited charges, Ahmedabad Municipal Corporation charges, Legal charges and/or any others expenses/charges whatsoever and shall have been paid over and above the purchase consideration by the Purchaser to the Vendor.
- iii) The Purchaser shall never change the name of the scheme which scheme shall forever be known "Zaveri Greens".
- iv) The Purchaser shall have to compulsorily use the said property for genuine commercial use. The Allottee/the Purchaser will not use or permit to be used the said Shop/property for non-commercial or illegal business purpose or hostel, paying guests house, nursing home, hospital, storehouse for commercial/hazardous goods, office of the trade union or any political parties, Hukka Bar, Disco Thack, Gaming Zone or for any other purpose other than illegal or non-permitted commercial use;
- v) The Purchaser further declares that it shall never make any change in the outer elevation of the scheme and its outer color/paints and shall also not remove or change any internal or external walls or pillars, doors, windows or make any change in the internal or outer structure of the property and/or scheme however the maintenance of the said property shall be done by the Purchaser at its own costs and expenses.
- vi) That Purchaser further declare that they shall never make any division or partition of the said property and shall also never puncture, alter, modify, break, damage or remove any internal walls without the consent of the Vendor however the Purchaser shall never have any right to puncture, alter, modify, break, damage or remove any outer walls;

- vii) That Purchaser shall keep the said property, its walls and parking in front of the shop in neat, clean and hygienic condition and the Purchaser shall never use the common passage, common open space, common parking, terrace, lifts within the scheme and shall also not use the area in front of the said property in such a way so as to create any nuisance to the neighbors or the other members of the said scheme and shall also not encroach or place anything or material outside the said property or in the parking in front of the Shop.
- viii) The Purchaser hereby agrees and undertake to use the said premises with due diligence and shall not keep any things or articles in the common open space, passage/ corridor or throw anything outside in common space or in parking whereby it creates a nuisance or dirt and thereby inconvenience to the other members of the scheme.
- ix) The Purchaser shall use the said property and the common amenities and facilities of the scheme with due diligence and shall also maintain the water connection, gutter connection, electric connection and other connection in the said property and the Purchaser shall have to always keep the said property fully insured at their own expenses and also the said scheme fully insured at the common expenses of all the members of the scheme;
- x) The Purchaser shall compulsorily abide itself with the rules, regulations of the scheme and also by the resolutions of the Service Society;
- xi) The Purchaser further confirms that the terrace and the common amenities and facilities and common areas of the scheme, common parking within the scheme shall be used by the Shopowners of the scheme only and not by the Shop owners and shall never claim any exclusive right over the same and the common areas and common amenities and facilities shall be transferred by the Vendor to the Service Society at the cost of the Purchaser;
- xii) The Purchaser further declares that they have verified the specification of the said property/Shop and the scheme as were detailed by the Vendor and the quality of materials used for construction in the scheme and the specifications of materials used in the construction and being satisfied with the same has

purchased the said property in their name from the Vendor. The Purchaser further declares that the Vendor has shown them and the Vendor has made to understood rules, regulations, bylaws of the Scheme and the Service Society and the Purchaser being satisfied with the same, confirm the same and declares that they shall have no dispute regarding the same.

- xiii) The Purchasers further declare that they shall never claim any exclusive right or ownership over any of the open terrace of the scheme and the open terrace of the scheme shall always be used by the residential unit holders only in common with all the member of the Scheme;
- xiv) The Purchaser further agrees and undertakes to pay all taxes, cesses, dues and duties chargeable in respect of the said property on and from the date of this Deed of Conveyance without any delay.
- xv) The Purchaser further declares that they shall always co-operate and allow persons of the Vendor and/or the maintenance Society to work in the scheme for the maintenance and upkeep meant of the common passage, common water connections, drainage and electrification.
- xvi) The Purchaser shall have to park their vehicles in the allotted parking space in front of the Shop and not in any other parking space of the Scheme;
- xvii) The Purchaser hereby agrees and undertakes to compulsorily pay all the charges regarding enrollment of the Purchasers by the Vendor as the member to the Service Society and the Purchasers further agrees and undertakes to adhere to the rules, regulations, norms and resolutions passed by the Service Society and if in case, the Purchaser fails to pay the maintenance charge to the Service Society in time, the Service Society shall have the right to recover the unpaid maintenance charges from the Purchaser with penalty and interest and shall also have the right to stop the supply of water to the said property and usage of common amenities and facilities;
- xviii) The Purchaser shall have to obtain prior permission of the Service Society for any type of transfer of the said property or even prior to giving the said property on lease or leave and license to any third party and the Purchaser shall have to pay

such fees, transfer fees and charges to the Service Society as may be decided by the Service Society from time to time;

- xix) The Purchaser shall not store any dangerous materials or explosives in the said property.
- xx) The Purchaser shall never do any illegal activity in the said property.
- xxi) The Purchaser hereby agrees and undertakes that the Vendor has complied them with all the documentary evidence in regard to the title of the said land, the scheme and the said property and only after having satisfied with the same through their professionals has purchased the said property from the Vendor;
- xxii) The Purchaser further declares that the Vendor shall not be liable or responsible for all and every act, deed, matter and thing in respect of this sale transaction and for the said scheme and the Purchaser further agrees and undertakes to indemnify and keep the Vendor indemnified against all losses, damages, suits, claims and demands that the Vendor may suffer pay or incur owing to any act deed matter or thing done by the Purchaser;
- xxiii) The Purchaser further declares that the Vendor is fully entitled to and is authorized as the exclusive owner to sell or dispose off any other property or premises within the said scheme at such rate and at such terms as the Vendor may deem fit and property and the same shall be binding upon the Purchaser and the Purchaser shall not have any right to object or dispute or challenge the same;
- xxiv) Any dispute between the parties hereto, shall be referred to an Arbitrator who shall be appointed by the Vendor and the decision of the Arbitrator shall be binding to the parties hereto and thereafter if any of the party is not satisfied with the award of the Arbitrator then and in that case the matter will be referred to the authority appointed under the RERA Act.
- xxv) The Promoter shall always have first charge on the Shop/property for all the dues and other sums if any unpaid by the Allottee to the Promoter.
- xxvi) The Parties have agreed and accepted that the consideration agreed upon is composite one aggregate consideration. However, the Promoter for its accounting purpose or convenience, or required under the said Act, Rules, Regulations, policy and guidelines that may be framed there

under or for the legal documentation work of transfer and vesting or otherwise, without prejudice to its composite character, may be split the consideration under different heads, like construction, development, land, common areas and amenities, etc., as the Promoter may deem fit and proper.

xxvii) Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle 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, there under.

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

9. The Vendor further declares that the said property is not situated within the Disturbed Area which areas have been confirmed by the Government vide its Notification and hence no permission under the Disturbed Area is required to be obtained and hence not obtained.

11. The Purchasers shall exclusively bear all the expenses of stamp duty, registration fees, typing charges, drafting charges, legal fees and all other out of pocket expenses in respect of the aforesaid sale.

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto set and subscribed their respective hands hereto on the day and the year first hereinabove written and in the manner hereinafter appearing.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE PROJECT LAND)

All that piece and parcel of freehold non-agricultural land situate lying and being at ZAVERI GREENS, Ghuma, Ahmedabad and bearing Block No.517 (Old Survey Nos.415 and 416) of Mouje Ghuma of Dascroi Taluka in the Registration District Ahmedabad and Sub-District of Ahmdabad -9 (Bopal) and bearing Final Plot No.197 of Town Planning Scheme No.2 (Ghuma) admeasuring 8195 Sq. Mtrs and the said project land is bounded as follows:-

On the North by :- Road
 On the South by :- Final Plot NO.294, WS.E.W.S.H
 On the East by :- Road
 On the West by :- Final Plot No.293, N.H.C

THE SECOND SCHEDULE ABOVE REFERRED TO:

(THE SAID PROPERTY)

All Shop No._____ in Block No.____ on the ____ Floor admeasuring _____ Sq. Mtrs., (Carpet Area) and ____ (____) parking space in front of the Shop No._____ on Ground Floor togetherwith _____ Mtrs., of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at Zaveri Greens, Ghuma, Ahmedabad bearing Block No.517 of Mouje Ghuma of Dascroi Taluka in the Registration District Ahmedabad and Sub-District of Ahmdabad -9 (Bopal) and bearing Final Plot No.197 of Town Planning Scheme No.2 (Ghuma) admeasuring 8195 Sq. Mtrs and the said property is bounded as follows:-

On the North by :-
 On the South by :-
 On the East by :-
 On the West by :

The Said Shop is shown with red colour boundary line on the Floor Plan annexed herewith as **Annexure “B”**.

: Property Photograph No.1:

: Property Photograph No.2:

Property Postal Add :- Shop No.____ on ____ Floor of at
Zaveri Greens, Ghuma, Ahmedabad

Signature of Vendor _____

Signature of Purchaser _____

SIGNED AND DELIVERED by the)
within-named)
ZAVERI AND COMPANY)
(GUJARAT) LLP through its)
Authorized Partner)
SHRI _____)
duly authorized vide Resolution)
dated __/__/2020, by the Promoter)
/the Vendor herein in the presence)
of:-)

- 1.
- 2.

MEMO OF CONSIDERATION

01.	Rs. _____/-	(Rupees _____ Only) paid by the Purchasers to the Vendor by a Cheque No._____ dated ____/____/20__ of _____ Bank Ltd., _____ Branch, Ahmedabad towards part consideration The receipt whereof the Vendor do hereby acknowledge.
02.	Rs. _____/-	(Rupees _____ Only) paid by the Purchasers to the Vendor by a Cheque No._____ dated ____/____/20__ of _____ Bank Ltd., _____ Branch, Ahmedabad towards part consideration The receipt whereof the Vendor do hereby acknowledge.
03.	Rs. _____/-	(Rupees _____ Only) paid by the Purchasers to the Vendor by a Cheque No._____ dated ____/____/20__ of _____ Bank Ltd., _____ Branch, Ahmedabad

		towards part consideration The receipt whereof the Vendor do hereby acknowledge.

WE SAY RECEIVED
ZAVERI AND COMPANY (GUJARAT) LLP

AUTHORIZED PARTNER

SIGNATURE	PHOTO	THUMB IMPRESSION
VENDOR		
ZAVERI AND COMPANY (GUJARAT) LLP through its Authorized Partner SHRI _____		

SIGNATURE	PHOTO	THUMB IMPRESSION
PURCHASER		

ANNEXURE - "A"

Re: IN THE MATTER OF Residential cum Commercial Project, known as **“ZAVERI GREENS”**, on the land situated Ghuma, Ahmedabad bearing Block No.517 of Mouje Ghuma of Dascroi Taluka in the Registration District Ahmedabad and Sub-District of Ahmdabad -9 (Bopal) and bearing Final Plot No.197 of Town Planning Scheme No.2 (Ghuma) admeasuring 8195 Sq. Mtrs

OBLIGATIONS, CONDITIONS, RESTRICTIONS, PROHIBITIONS, ACCEPTANCES, STIPULATIONS AND COVENANTS RUNNING

WITH THE SAID SHOP AND BINDING TO THE PURCHASER - ALLOTTEE.

A. HANDING OVER OF POSSESSION:

1. The Purchaser - Allottee has perused, studied and explained to himself / herself / itself, the said Certificate and Report on Title of the Project Land issued by M/S. D. V.Desai & Company, Advocates, and the records, documents, papers and writings referred to therein, sanctioned Development Plans, specifications, designs, details and common amenities of the Project and other matters and things generally relating to the Project.
2. a) The construction of the Said Shop and development of the Project with all common areas, amenities and infrastructure is duly complete in all respect.
- b) The Purchaser - Allottee has taken inspection of the Said Shop and has checked, verified and satisfied about its area – measurement, and that the Said Shop is duly complete in all respect with all utilities of water, sewerage, electrification, plumbing, and all required common amenities, facilities and services.
- c) The Purchaser - Allottee has no complaint or grievance of any nature whatsoever for the quality of construction and the materials used and for the plans, specifications and designs of the Project and Said Shop.
- d) The possession of the Said Shop is handed over by the Owner - Promoter to the Purchaser - Allottee. Building Use Permission by Ahmedabad Municipal Corporation is granted, dated , bearing No.

.OR

- d) The possession of the Said Shop will be handed over by the Owner - Promoter to the Purchaser - Allottee upon the same is granted permission at the earliest for Building Use by Ahmedabad Municipal Corporation. The Owner - Promoter will endeavor to obtain such permission at the earliest. However, the Owner - Promoter shall not be responsible for any delay in obtaining or grant thereof by Ahmedabad Municipal Corporation.
- B. USE AND MAINTENANCE:**

1. The Purchaser - Allottee shall have no claim with respect to any part of the Project, like common foyer, ground level parking, basements parking, common amenities, terraces, open margin land, common open areas and spaces, lifts, lift well, staircases, lobbies, passages, atrium façade, exhaust fans, garbage ducts, fire system, plumbing duct, utility area, D.G. Set, bore-well, underground and over-head water tank, common areas and spaces, common amenities, facilities, services,

utilities, and other assets of common use as may be save and except the Said Shop reserved for him/her/it herein and minimum conveniences required for use, occupation and enjoyment of Said Shop.

2. The expression "**Said Shop**" given to the Purchaser - Allottee herein shall be read, understood, interpreted and implemented with the spirit and intention the covered useable space thereof for their use, occupation and enjoyment as residential.
3. The Purchaser - 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 pardis or walls or other structural members of the Said Shop or any part of the building.
4. The Purchaser - Allottee shall not store in the Said Shop or bring in the building / Project 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 Shop which are likely to damage the lifts, staircase, common passages, other spaces or any other structure or parts of the building / Project, its amenities, facilities and services.
5. The Purchaser - Allottee shall maintain at his/her/their cost the Said Shop in the same good condition, state and order in which it was delivered to him and shall abide by the Rules and Regulations of the Government, Ahmedabad Municipal Corporation (AMC), Ahmedabad Urban Development Authority (AUDA) and Electricity Company, Town Planning Authority, local bodies and other authorities and Service Society and shall attend, answer and be responsible for all his/her/their actions.
6. It is hereby agreed that the Purchaser - Allottee shall not put any notice/sign board on the Said Shop or any part of the Project without the written consent of the Owner – Promoter. The place, colour and size of the name board shall be decided by the Owner – Promoter / Service Society. However, the cost of preparation and fixing and maintenance will be done by Purchaser - Allottee.
7. The Purchaser - Allottee hereby covenants to keep the Said Shop, 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 building other than the Said Shop.
8. a) The Purchaser - Allottee shall not use the Said Shop 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 Shopn or for any illegal or immoral purposes or for the purposes prohibited by law.

- b) The Purchaser - Allottee will not use or permit to be used the Said Shop or any part thereof for commercial or business purposes, of dairy, hostel, club, gymkhana, hotel, restaurant, eatery, gymnasium, nursing home, hospital, storehouse for commercial/ hazardous goods, office of the trade union or political parties.
- 9. The Purchaser - Allottee shall not at any time demolish or cause to be demolished the Said Shop or any part thereof. The Purchaser - Allottee shall not make any alterations in the elevations and outside colour scheme of the Said Shop to be purchased by him. The Purchaser - Allottee will be required to pay such amount as may be fixed by the Owner - Promoter by way of Security Deposit to secure due observance thereof.
- 10. If any additions or alterations in or about or relating to the building of which the Said Shop forms a part of are thereafter 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 premises / Service Society in the building/s at their own cost and consequences and the Owner - Promoter shall not be in any manner liable or responsible for the same.
- 11. The Purchaser - Allottee shall not change the outside elevation or colour scheme and shall not decorate the exterior of his/her/their Said Shop other than in the manner in which the same was previously decorated.
- 12. The Purchaser - Allottee shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Shop or for the purpose of repair of any part of the building or other Shop or in the compound or any portion of the building/Project or Common Areas.
- 13. The Purchaser - Allottee of the Said Shop will not use or permit to be used the common areas, common terrace, passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. of the Complex for waiting, storage or keeping any articles or things, organizing parties/functions or in any other manner.
- 14. The Said Shop shall be used, occupied and enjoyed by the Purchaser - Allottee as one Shop and the Purchaser - Allottee shall not without the permission of Owner - Promoter / Service Society divide or sub-divide the same for use as more than one Shop. It has been specifically agreed that the main door and other openings by way of doors, windows or any other in the Said Shop shall not be changed, altered in colour, size or location. No new or other door, window or opening shall be made other than as proposed.
- 15. Fire Protection System or any other service, utility or facilities if required relating thereto by law or any authority, to be installed or

erected in the Said Shop or any other measures which may be required to be taken relating thereto shall be attended by Purchaser - Allottee. All and every costs, charges and expenses for the same shall be borne and paid by the Purchaser - Allottee.

C. PAYMENT OF TAXES AND OTHER CHARGES TO DIFFERENT AUTHORITIES:

1. The Purchaser - 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 Shop.
2. So long as the Said Shop is not separately assessed for water rates, electricity bills, and any other outgoing amenities/facilities, the Purchaser - Allottee shall pay to the Owner - Promoter such amount as may be fixed by it from time to time. After the Said Shop in the Said Project are separately assessed, the balance amount will be refunded to or deficiency will be recovered from the Purchaser - Allottee by the Owner - Promoter. The decision of the Owner - Promoter in all matters relating to the same shall be final and binding upon the Purchaser - Allottee.
3. The Purchaser - Allottee hereby agrees that if any amount hereafter becomes due to the Nagar Panchayat, the State Government, AMC, AUDA, Town Planning Authority, or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Owner – Promoter or allottee / allottees, the same shall be paid / reimbursed by the Purchaser / Allottee / Allottees / Service Society as may be applicable.
4. The transaction covered herein at present may become liable to tax under any direct or indirect tax laws or similar other laws. If by reason of any amendment to the constitution or enactment or interpretation or amendment of any other law, Central or State, on account of change in legal position, this transaction is held to be liable to tax, either as a whole or in part or for any inputs of materials or equipment used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser - Allottee on demand at any time.
5. The said amount of Rs. _____/- (Rupees _____ only) paid by the Purchaser - Allottee as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses present and future in respect of these presents and in respect of any further or other documents that may be made and executed or required to be made and executed or called upon to be made

and executed; all taxes and charges of every description whatsoever relating to past, present or future levied, charged or imposed by State Government, Central Government or by any authority whatsoever under any law, including without limitation, service tax, sales tax, GST, labour welfare, value added tax, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by the Purchaser - Allottee. They will be paid immediately upon demand made by the Owner - Promoter / Service Society. The amount as may be fixed by the Owner - Promoter for or towards the same shall be final, conclusive and binding upon the Member.

D. ASSETS OF COMMON USE AND PAYMENT OF ADMINISTRATION, MAINTENANCE AND OTHER CHARGES:

1. a) The Purchaser - Allottee shall pay by way of Common Maintenance Fees the amount at the rate of Rs. ____/- per square foot of Carpet Area for initial period of _____ (__) months from the date / obtaining of Building Use Permission and thereafter as may be fixed by the Owner – Promoter / Service Society. This Maintenance amount will be utilised to meet with/pay for the common electricity bills, water bills, staff salaries, repair, replacement, addition, modifications, renovation, administration, management, etc. of common amenities, facilities, services and infrastructure of the Project. The Maintenance amounts for other Shop in the Project will be payable similarly. If the Maintenance amounts are found to be insufficient, the Purchaser - Allottee may be required to pay an additional amount as may be sufficient, in the opinion of Owner - Promoter / Service Society, to make good the deficit in such expenses. The decision of the Owner - Promoter / Service Society in all matters herein shall be final and binding upon the Purchaser - Allottee.
- b) In addition to aforesaid, Common Maintenance Fund at the rate of Rs. ____/- per square foot of Carpet Area shall be paid by the Purchaser - Allottee. Similar Common Maintenance Fund will be generated from the other allottees of the Shops in the scheme, and the income thereof will be utilized to meet the expenses of maintenance, repair, etc. of the common amenities, facilities, services, conveniences, utilities and common infrastructure of the scheme.
- c) If the Owner - Promoter / Service Society shall make any other arrangement for the matters referred to in sub clause (a) hereinabove, including to attend the same through Estate Management Agency (hereinafter referred to as “EMA”) or otherwise, the same shall be binding upon the Purchaser - Allottee, and the Purchaser - Allottee shall be obliged to attend, observe, perform, comply and carry out in accordance therewith.

- d) The said Project is conceptualized, designed and is implemented by the Owner - Promoter. Under these circumstances, the over-all ownership, control, administration and management of the Project and its common areas and spaces, common infrastructure, amenities, facilities, services, conveniences and utilities (hereinafter referred to as Assets of Common Use) will remain with the Owner - Promoter, and thereafter the Service Society. The Owner – Promoter has emphasized and the Purchaser - Allottee has accepted that the Project has unique and special features, and beauty and pleasure and enjoyment of the Project and its Shops are in the proper management and maintenance and running of its Assets of Common Use.
- i) The affairs, matters and things as regards the Service Society, relating to the Project and Assets of Common Use and to manage, maintain, control, regulate, monitor, look after, renovate, upgrade, etc., the Assets of Common Use may, at its sole option be attended by the Owner - Promoter, by offering its services, through a group concern for such period and in such manner as it may fix before handing over possession.
 - ii) The Owner - Promoter may attend the aforesaid by itself or through an agency on such terms and conditions that may be finalized by the Owner - Promoter / Service Society in the interest of the Assets of Common Use and the Service Society and Purchaser - Allottee.
 - iii) The Owner - Promoter may manage the matters and things relating to the Assets of Common Use either directly or through the Service Society, and in doing so may directly appoint employees on its payroll or on the payroll of the Service Society or appoint agencies to provide various services concerning the same. The Owner - Promoter / Service Society may appoint an Estate Manager and other supporting staff for day to day management of the Project and its Assets of Common Use on the payroll of Service Society or otherwise.
 - iv) Common Maintenance Expenses and Common Maintenance Deposit to be handled, managed, parked / invested, used, utilized, etc. in the hands of or through Service Society, by the Owner - Promoter in the interest of the Service Society and Assets of Common Use.
 - v) The Owner - Promoter may hire professional managers and/or management agency for supervision and management of the Assets of Common Use. Direct or pro-rata charges and overheads for such services will be payable by the Service Society.

- vi) The Owner - Promoter as agent and for and on behalf of and in the name of the Service Society will be entitled to attend all matters and things herein, including to attend / manage the financial transactions and the same shall be duly accounted for.
 - e) The Owner - Promoter / Service Society will maintain proper records in handling and attending the aforesaid financial and other matters and things.
 - f) The Purchaser - Allottee regularly without any delay or default shall pay the Maintenance, Administrative and other Management deposits and charges fixed or that may be levied, charged or imposed by the Service Society and the Owner - Promoter from time to time. Without prejudice to the other rights and remedies of the Service Society provided under the bye-laws or otherwise available under the law, in case of regular or continuing delay or default in making such payments or part thereof or Purchaser - Allottee committing breach or violation of any other provisions herein on Purchaser - Allottee's part to be observed and performed, the Service Society may by a vote of two-third majority in its General Body Meeting remove and expel the Purchaser - Allottee from the membership of the Service Society.
 - g) Subject to aforesaid, the decision of the Owner - Promoter in all affairs, matters and things aforesaid shall be final and binding upon the Purchaser - Allottee and the Service Society.
 - h) The Owner - Promoter shall not be required to pay maintenance and other payments and related charges for un-disposed of Shops / premises in the scheme.
 - i) Any of the aforesaid matters and things may be changed, modified, revised, altered, added, substituted, etc. from time to time by the Owner - Promoter / Service Society.
 - j) The Owner - Promoter shall not be personally liable or responsible for all and every act, deed, matter and thing done or omitted to be done by it bonafide and as a man of reasonable prudence. The Service Society and the Purchaser - Allottee shall indemnify and keep indemnified the Owner - Promoter and all other persons under it in respect of thereof.
 - k) All affairs, matters and things in respect of the aforesaid shall be duly recorded and audited by Chartered Accountant. All such accounts and records audited and certified by the Chartered Accountant shall be final, and thereafter the Owner - Promoter shall not be responsible/liable towards the Service Society, Purchaser - Allottees or Members.
2. The Purchaser - Allottee shall be bound by such rules and regulations as may be framed by the Owner - Promoter and/or Service Society in the matter of use, occupation, enjoyment, maintenance, repair,

reconstruction, renovation or replacement, etc. of common amenities, common areas, facilities, services, conveniences and infrastructure of the Project.

3. Notwithstanding other provisions contained herein, any arrangement that may be worked out by the Owner - Promoter / Service Society for or in the matter of management, maintenance, etc. of the Assets of Common Use of the Project, to hold and use Common Maintenance Fund, the rules and regulations regarding use, occupation and enjoyment of the Assets of Common Use, and other matters and things of common interest shall be binding upon the Purchaser - Allottee herein and other allottees of the Said Shop in the Scheme.
4. a) The Owner - Promoter has prepared layout plan for car parking spaces (covered and in open) in the compound, in the margins, under the building in the hollow plinth and basement, etc. Such parking space shall not be used for any purpose other than parking of private and personal vehicles. Rules, regulations and discipline as regards distribution, maintenance, payment - charges – amounts – security deposit, use and matters and things relating to parkings including reserved parkings by Purchaser - Allottee/s / premises holder/s will be decided by the Service Society in consultation with Owner - Promoter and the same shall be binding upon the Purchaser - Allottee herein and other purchaser in the Scheme. The Purchaser - Allottee is given _____ car parking No. _____ in front of Shop No. _____ on the Ground Floor. The Purchaser - Allottee herein and other premises holders / occupiers will be subject to General Rules of the Scheme in the manner as per **Annexure “C”** hereto and as may be modified by Service Society from time to time.
- b) Assets of Common Use shall be used with due care, caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to others.
5. The Project will finally be handed over to the Service Society upon the same is fully and finally executed, all Shops thereof have been sold and disposed of and all the amounts and revenues to be recovered from Project by Owner - Promoter and agencies claiming under it are fully and finally recovered.
6. All administration, affairs, matters and things regarding use, utilization, enjoyment, distribution, sharing, payments, etc. of the Assets of Common Use by and between the Purchaser - Allottees, one or more of them, general or specific, with full interest or limited interest, in part or full, with or without payment of charges, etc. will be decided and will be governed according to rules, regulations, decisions, policies, guidelines and resolutions of the Service Society.

E. SPECIFIC RIGHTS OF OWNER – PROMOTER AND SERVICE SOCIETY:

1. The over-all control and management of the Project, implementation thereof, power to dispose of Shops and all and every other related matters, in general shall be that of the Owner - Promoter and the decision of the Owner - Promoter in all matters shall be final and binding upon the Purchaser - Allottee herein and all other Purchaser - Allottees in the scheme.
2. Any part of the Project interior or exterior, margin land, open areas, open spaces, walls, compound walls, parapet walls, terraces, etc. may be used or allowed to be used for advertisement, hoardings, neon sign lights, display, etc. by any person for hire, reward or for any other consideration and manner as Owner - Promoter may deem fit.
3. It has been agreed that the Purchaser - Allottee shall not be entitled for any separate estimate of land contribution, construction contribution or any other separate detailed particulars of the amount paid as price – consideration – contribution of Rs. _____ /-. However, the Owner - Promoter for its purpose may account for the same under such different heads of the Project and matters thereof as it may deem proper.
4. The Owner - Promoter / Service Society shall, in respect of any amount remaining unpaid by the Purchaser - Allottee under this deed shall have a first lien and charge on the Said Flat.
5. The Purchaser - Allottee hereby agrees to pay all the amounts payable under the provisions herein as and when they become due and payable. Time in this respect being the Essence of the Contract. Further the Owner - Promoter / Service Society is not bound to give notice requiring payment to be made, time for payment of which is specifically agreed upon herein and the failure thereof shall not be placed as an excuse for non payment of any amount or amounts on the respective due dates. Any payment required to be made by the Purchaser - Allottee under the terms hereof, and time for payment if not specifically provided, shall be paid as and when demanded by the Owner - Promoter / Service Society.
6. Any delay by the Owner - Promoter / Service Society in enforcing the terms of this Indenture or any forbearance or giving time to the Purchaser - Allottee shall not be considered as a waiver on the part of the Owner - Promoter to the Purchaser - Allottee nor shall the same in any manner prejudice the remedies of the Owner - Promoter.
7. The Project shall always be known as **“ZAVERI GREENS”** and this name shall not be changed without the express written permission of the Owner - Promoter. However, the Owner - Promoter may change the name of the scheme at any time or give different names / sub names to its different parts.

8. The Purchaser - Allottee has been given the Said Shop and its related FSI only. The Owner - Promoter has made aware the Purchaser - Allottee that they are proposing to dispose of the other premises in the Project to different other persons. The Owner - Promoter shall have right to dispose of these other premises in such manner, for such consideration and on such terms and conditions as the Owner - Promoter may deem fit. The same shall be binding upon the Purchaser - Allottee, and the Purchaser - Allottee shall not have any power or authority to dispute, challenge or take objection for the same.
9. In case of any disagreement between the Owner - Promoter and the Purchaser - Allottee as regards any matters provided or not provided herein, the decision of the Owner - Promoter shall be final and binding upon the Purchaser - Allottee.

F. INSURANCE AND MAINTENANCE SURVEY:

1. The Purchaser - Allottee shall insure and keep insured the Said Shop against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof, with nationalized insurance company of repute having office at Ahmedabad, and in the event of the Said Shop being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Shop as soon as reasonable, practical and required.
2. The Purchaser - Allottee shall not do or permit to be done any act or things which may render void or voidable any insurance of any Shop in the building or any part of the building or cause any increased premium payable in respect thereof.
3. The Purchaser - Allottee shall permit the Owner - Promoter / Service Society and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Shop or any part thereof to view and examine the state and condition thereof and the Purchaser - Allottee shall make good any defects found within ten days of the giving of such notice in writing by the Owner - Promoter / Service Society to the Purchaser - Allottee.
4. The Purchaser - Allottee shall permit the Owner - Promoter / Service Society and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Said Shop or any part of the building / Project and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, water and drainage pipes, cables, water covers, gutters, wires, or other conveniences belonging to or servicing or used for the building/s and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas,

water pipes and electric wires, cables for internet/TV and for similar or other purposes.

G. SPECIFIC COVENANTS BY PURCHASER - ALLOTTEE:

1. The Purchaser - Allottee agrees that in respect of any remittances, acquisition / transfer of the Said Shop, any refund, transfer of security deposit, etc. made by him / her / their, attracted by the provisions of 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 - Allottee, and all concerned. The Owner - Promoter accepts no responsibility in respect thereof.
2. a) The Purchaser - Allottee shall not without the prior written permission of the Service Society, let, sub-let, sell, transfer, convey, mortgage, assign, charge or in any way encumber or deal with or dispose off the Said Shop nor assign, underlet or part with his interest or the benefit of the allotment or any part thereof until the Purchaser - Allottee shall have obtained permission of the Service Society, and such permission may be granted as per rules and regulations of the Service Society.
- b) Any such approval may be granted by the Service Society as per its rules and regulations, and upon payment of such amount as may be stipulated by the Service Society by way of transfer fees or otherwise, and only if there is no outstanding breach or violation of any of the provisions herein and amount payable to the Owner - Promoter / Service Society and EMA on any account whatsoever.
3. The Purchaser - Allottee shall at no time demand partition of his/her/its interest in the Project or the Land. It being agreed and declared by the Purchaser - Allottee that his/her/its interest as stated above is impartible, except exclusivity of Purchaser - Allottee of Said Shop
4. The Purchaser - Allottee has required eligibility to become member and share holder of the Service Society as per bye-laws, rules and regulations and resolutions of the Service Society, and shall be required to become member and share holder of the Service Society, and shall be bound by all past, present and future rules, regulations, decisions, policies, guidelines, resolutions, etc. of the original Service Society and the Service Society herein.
5. The Purchaser - Allottee for all practical purposes will be deemed to hold the Said Shop as member and share holder of the Service Society.
6. The Purchaser - Allottee is aware and has perused and studied the constitution of the Service Society, rules and regulations thereof and the resolutions, decisions, etc. taken or adopted from time to time from incorporation thereof till date. The Purchaser - Allottee accept and

confirm the same and also shall not be entitled to dispute, challenge or object the same.

H. FURTHER DEVELOPMENT AND CONSTRUCTION AND DISPOSAL THEREOF:

1. For the purpose aforesaid, the Owner – Promoter will be entitled from time to time to prepare, vary, amend and/or alter the layout plans, development plans, designs and specifications as the Owner – Promoter may deem fit and as the nature and circumstances may require, and obtain sanction to the same from the AMC and other applicable consent authorities.

I. JOINT HOLDER:

1. In case the Purchaser - Allottee is joint, consists of more than one, the permission of the usage of the Assets of Common Use by the other joint Purchaser - Allottee will be through the First of such joint Purchaser - Allottee, and shall not be independent or separate.
2. All consents, confirmations etc. if and when required of the joint Purchaser - Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Purchaser - Allottee. However, it has been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of all the joint Purchaser - Allottee shall be required.
3. Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Purchaser - Allottee. All notices, communications etc. may be addressed by the Owner - Promoter to the first of such joint Purchaser - Allottee.
4. The Purchaser - Allottee inter-se shall not be entitled to subdivide the Said Flat, the intent being the Said Shop shall stand in the names of the joint Purchaser - Allottee as one single Said Shop.

J. RIGHTS AND OBLIGATIONS OF SERVICE SOCIETY:

1. All rights, interests, privileges, advantages, etc. of the Owner - Promoter in respect of the Land and in respect of the Project, undisposed of premises and reserved under these presents are unfettered, unaffected and freely exercisable.
2. The Service Society shall not add, alter or modify its constitution, rules and regulations, nor shall adopt any resolutions or take decisions nor generally shall do any act, deed, matter or thing which may or can adversely affect the rights and interest of the Owner – Promoter or the provisions of these presents. Anything done in violation thereof shall be

null and void ab-initio, and shall not take effect and shall not be binding upon the Owner - Promoter.

3. The Project will be handed over to Service Society as stated above. However, the handing over of the project shall be for the limited object and purpose to hold, look after, manage, maintain the Project Land, common amenities, facilities and services and other common interest of the holders of the premises in accordance with and under RERA Act. The Owner - Promoter will be entitled to all rights and interest reserved for it under these presents.
4. The Owner / Promoter shall not have any claim on FSI, additional FSI and Terrace rights after Building use Permission has been obtained, such rights if any will be owned by the "Service Society of Allottees".

K. INDEMNITY BY PURCHASER - ALLOTTEE:

1. Without prejudice to other rights and remedies of the Owner - Promoter / Service Society under the terms, conditions and provisions herein, and also otherwise available under the law and in addition thereto, the Purchaser - Allottee shall indemnify and keep the Owner - Promoter and all persons to claim under it / Service Society, other Purchasers - Allottees / employees, agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions on his part herein and against any loss, damage, liability, action, claim, suit, proceedings, cost, charges and expenses that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Purchaser - Allottee as mentioned herein.

L. GENERAL – MISCELLANEOUS:

1. The Purchaser - Allottee has been given receipts for all the payments made by him / her / it to Owner – Promoter. The Purchaser - Allottee shall obtain receipts for all the amounts that may be paid hereafter to the Owner - Promoter / Service Society. No claim for any payment shall be valid, save and except in respect of which the Purchaser - Allottee has obtained and produce such receipts.
2. The scope of work and services given by and duties of the Owner - Promoter is for and till the completion of work of construction and development of the Said Shop and implementation of the Project actually at site as per Development Plans and to obtain Building Use Permission, which is duly completed to the satisfaction of the Purchaser -Allottee. Purchaser-Allottee has visited site taken inspection and verified the completion of the Project it common infracture amenities and facilities.
3. The Owner - Promoter may, at its discretion, provide security, telephone cable, multipurpose cable, TV channels, CCTV, internet and other

communication facilities and other facilities of common use and purpose in the scheme. These facilities may be made available to the Purchaser - Allottees in the scheme. These facilities may be provided through any outside agency under contract with the Owner - Promoter/ Service Society on such terms and conditions as may be finalised by the Owner - Promoter with them. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser - Allottee and other Purchaser - Allottees in the scheme. The Purchaser - Allottee may use such facilities as per rates - price - consideration and terms and conditions as may be fixed.

4. The Purchaser - Allottee hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
5. The Purchaser - Allottee hereby declares that he/she/it has been given copies of papers, permissions, writings, plans etc. and has read, understood, accepted and agreed to each and every term of this Agreement before execution.
6. The Purchaser - Allottee, as the context may require, shall also include their representatives, occupiers, visitors, authorised person, successors, assigns and all and every other person or persons to claim under him/her/it/them.
7. The expression **“Service Society”** shall also mean and include any person authorised or nominated by it or its assignee or transferee or successor.
8. The Purchaser - Allottee hereby declare that he / she / they / it has / have read, understood and agreed to each and every conditions, provisions, stipulations and covenants before execution hereof.
9. The Owner - Promoter has declared and announced its scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.
10. The **“Heading”** in these presents are inserted for convenience only, and shall not control, govern, or affect the spirit, intention and interpretation of provisions thereof.
11. The letters, receipts and/or notices issued by the Owner - Promoter dispatched Under Certificate of Posting to the address of the Purchaser - Allottee or by way of E-mail, as known to the Owner - Promoter will be sufficient proof of receipt of the same by the Purchaser - Allottee and shall completely and effectively discharge the Owner - Promoter.

ANNEXURE “C”

GENERAL RULES OF THE SCHEME

1. The common areas, amenities, facilities and services are like
, etc. The same may be revised, up-graded, renovated, added, omitted, etc. (Hereinafter referred to as the **“Assets of Common Use”**).
2. Assets of Common Use will be allowed to be used by the members. The same may be allowed to be used by their guest or tenant as per such rules and regulations as may be framed from time to time.
3. The Assets of Common Use shall be used with due care and caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to the others.
4. The members shall give all co-operation as the nature and circumstances may require to maintain and keep the same clean and in good proper condition.
5. Necessary provision to be made by the Service Society for proper safety, security and protection of the Assets of Common Use. The members shall extend all co-operation to the security staff, and shall follow instructions and rules in relation thereto. In case of disregard or disobedience, members will not be allowed any access or use to any of the Assets of Common Use.
6. Common entrance to the Project / Scheme / Buildings will be provided with security personal, and the entry and exit will be managed and controlled by security staff as the nature and circumstances may require for proper, safety, security and protection, including entry on production of ID, maintenance of visitors book, signing of register, to close the gate after late night of about 11 p.m. and to open as may be required to go out or get in, etc. on verification of proper identity. The members shall co-operate the security staff for the same. Surveillance / Camera / CCTV facility may also be provided.
7. Any work of interior decoration, furniture or design will be done only under intimation to the Service Society / Owner - Promoter with prior permission. Such permission will be granted with such restrictions as may be imposed, like
 - i) payment of security deposit as may be levied, which will be refunded without interest upon the work is carried out

accordingly. Damage if any, caused in the project / building / Assets of Common Use will be deducted there from,

- ii) design of the work, if involves any change in civil work to be approved,
 - iii) Passenger Lift will not be used for carrying materials,
 - iv) the work will be carried out only during the day time,
 - v) the names and details of the persons engaged in the work to be given,
 - vi) the estimated time for completion of work to be given,
 - vii) the work to be carried out in a manner without causing any nuisance, annoyance or damage to the others.
8. The members shall not make any temporary or permanent change, modification or alteration in the location, of electricity meter, internal toilets, pantry, etc. and also of specifications and infrastructure and related paraphernalia nor shall make any additions or alterations in the structure of the building, nor shall do anything which may cause damage or which may weaken the structure of the building, like slab, columns, beams, load bearing walls, etc.
9. Facility of parking will be used subject to following rules.
- a) Specific Reserved Parking Numbers to be given. RTO car registration number to be given.
 - b) This will entitle an exclusive PERSONAL right to use the reserved parking for the purpose of parking of vehicle. Such will be facility as licensee.
 - c) The ownership of the parking or no permanent interest in parking will be given. Such parking will continue to be a part of the common infrastructure and facilities of the Scheme / Service Society subject to Reserved Parking.
 - d) Reserved Parking will be used only for the purpose of parking vehicles and for no other purpose whatsoever.
 - e) Parking space shall not be covered with chain-link or in any other manner and shall always be kept open.
 - f) The reserved parking space shall be kept properly maintained and cleaned, though common maintenance of the parking area

will be attended as part of common amenities, facilities and services.

- g) 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 thing shall be put thereon or thereat.
- h) This facility of Reserved Parking will be attached to Shop and is intended to go along with transfer or transmission of Shop as facility running with the premises.
- i) Reserved Parking shall not be separately heritable, transferable or assignable in any manner whatsoever, except running with the premises.
- j) Reserved Parking shall not be allowed to be used by any third party including any other holder of premises.
- k) 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 or 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.
- l) The Reserved Parking holder shall be required to give registration number of vehicles to be parked. Any change shall be notified to Service Society.
- m) Parking of the vehicle will be at the risk and consequences of the premises holder, and Service Society and the management will not be responsible for any type of loss, damage, theft, etc. of the vehicle or relating thereto.
- n) Drive-way shall be used, vehicles shall be parked, taken out, etc. without causing any damage to, hindrance, obstruction, unnecessary noise in pollution, the parking area, and without causing any damage to the person and property of the other vehicles. In general, the parking will be used with extra care and caution, so as not to cause any harm, injury or damage to person and vehicles of the occupants / Shop holders / Shop holders and their authorized representatives and visitors.
- o) Reserved Parking will subject to such other terms, conditions and discipline that may be imposed from time to time, including as regards payment of Security Deposit, security or maintenance or administration or management charges.

- p) After giving of parking if it is found that the holder of the Reserved Parking has not requirement to use parking, the same may be required to be surrendered temporary or permanent as the circumstance may be and will be made available to him upon his requirement at future time. Reserved Parking, accordingly, may be given for temporary use to others.
10. The layout plan of the ground level parking is annexed herewith. The parking marked “A” is reserved for (if any). **While parking marked “B” is reserved for the guest and visitors of the premises.**
 11. 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 crude way of using hammer – hathodi, etc. by using drill machine, cutting machine, core cutter, etc.
 12. Plumbing, electrical, sanitary, etc. work shall be carried through the agencies appointed by the Owner - Promoter / Service Society on payment of charges as may be fixed and finalized. However, no out-side agency will be allowed for the same, except for the entire whole new work and with the permission of the Owner - Promoter / Service Society.
 13. No premises will be given on rent except without the previous written permission of the Service Society / Owner - Promoter. Such permission will be granted on such terms as may be filled by the Service Society / Owner - Promoter, which may include payment of fees, charges, additional common maintenance, etc. Proper and complete details and identification of the persons to use the premises shall be given, whose background will be checked, verified and satisfied by the Owner - Promoter / Service Society.
 14. The Member shall not make any change in the out-side facade / elevation nor effect any change in its colour scheme nor will put any signage or print or do any other display whatsoever.
 15. In case of any leakage, sewage in the floor or toilet block of any premises of the Project, and the same shall be repaired, replaced, etc. by the holder thereof at his own cost and expenses.
 16. All out-door air-conditions ducts fins are designed by HVAC Consultant and out-door air-conditioning unit shall be installed within such ducts and without causing any damage or removal of the ducts or fins, and any damage or removal shall be repaired or reinstated by the member who has caused the same at its cost and expenses.
 17. These rules may be modified, added, omitted or altered by Owner - Promoter / Service Society as it may decide from time to time.

