

Deed of conveyance

THIS INDENTURE made at Ahmedabad this
day of _____ Two Thousand Seventeen BETWEEN SKZ
DEVELOPERS LLP, (PAN : AANFK0821C), a Limited
Liability Partnership, formed and registered under the Limited
Liability Partnership Act, 2008, having its registered office at
B/81, Pariseema Complex, Nr. Lal Bungalows, C. G. Road,
Ellisbridge, Ahmedabad-380006, through its authorised
Signatory Mr. Mehul C. Chiroliya, hereinafter called “THE
OWNER – PROMOTER” (which expression shall unless it be
repugnant to the context or meaning thereof be deemed to
include its partners as at present and from time to time and its
successors and assigns) of the First Part,

E-mail : _____, hereinafter called “THE
PURCHASER – ALLOTTEE” which expression shall, unless
it be repugnant to the context or meaning thereof, be deemed to
include (in case of individual) his heirs, legal representatives,

executors and successors, (in case of HUF) its members as at present and from time to time, and their respective heirs, executors and successors, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner, (in case of Company or Corporation) its successors) of the Second Part AND

hereinafter called “THE SOCIETY” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and office bears as at present and from time to time) of the Third Part.

A. WHEREAS

1. The Owner - Promoter is owner, title holder and possessor of the land situate at Jodhpur (sim), Taluka Vejalpur (Old Taluka Ahmedabad City West), in the Registration District Ahmedabad and Sub District Ahmedabad – 4 (Paldi), bearing Final Plot No. 72, Sub Plot No. 1, of Town Planning Scheme No. 51 (Bodakdev-Makarba – Vejalpur), admeasuring about 10870 Sq.mts. referring to old Revenue survey Nos. 389 + 390/3 (Old Vejalpur (sim), Survey Nos. 1063 and 1064 respectively). (Hereinafter referred to as the “Project Land”).

B. AND WHEREAS

1. One M/S. Khandwala and Zaveri Developers, a partnership firm,(Hereinafter referred to as the “Firm”), was seized and possessed of or otherwise well and sufficiently entitled to the Project Land above referred to, purchased by various Deeds of Conveyance, and the said Project Land stands registered in the name of the Firm in

the revenue record. The name of the said Firm was changed to M/S. SKZ Developers as per Supplementary Deed of Partnership, dated 14th November, 2013.

2. Thereafter said M/S. SKZ Developers is converted to SKZ Developers LLP, as per LLP Agreement, dated 3rd April, 2014 made between Safal Construction Pvt. Ltd. and Khandwala and Zaveri Developers LLP, the then partners and only partners of M/S. SKZ Developers. Such SKZ Developers LLP is registered under LLP Identity No. AAC-2130 under the Limited Liability Partnership Act, 2008 and accordingly SKZ Developers LLP has become title holder and owner of the said Project Land from M/S. SKZ Developers as successors-in-title of and from said Firm.

C. AND WHEREAS

1. The Vendor purchased the said Project Land with a view to develop the same and to put up construction thereon for commercial and residential use, consisting of premises, like shops, show-rooms, offices and flats, to market and dispose of the same.

D. AND WHEREAS

1. The Owner – Promoter prepared plans, specifications and designs for development of the said Project Land, to put up thereon two individual, separate and distinct projects, residential and commercial, on two separate parts of the said Project Land. The commercial project consists of building/s of two Blocks A and B, residential project consists of Building of two Blocks C and D as per plans, specifications and designs sanctioned by the Ahmedabad Municipal Corporation (AMC) as per its Commencement Letter - Rajachiththy, dated 7th June, 2016, bearing No. 6157/240314/A1554/R1/M1 (“Project”). The Commercial Project is described as “PRIVILON”. Residential Project is described as “_____”. The demarcated and ear-marked land exclusive for the

said Commercial Project is _____Sq.mts., _____Sq.mts. of undivided share of common areas, in all aggregating to _____ Sq.mts., more particularly described in the First schedule hereunder written (Hereinafter referred to as the “Project Land”).

2. The Project has been registered as new on-going project under the provisions of The Real Estate (Regulations and Development) Act, 2016 (Hereinafter referred to as “RERA Act”) with the Real Estate Regulatory Authority, at No. _____, dated _____.
3. The residential project consists of building/s of two Blocks C and D sanctioned under the same said Commencement Letter – Rajachithy, dated 7th June, 2016. Additional FSI by way of _____ has been proposed to be used in the said residential project by addition of construction of additional _____ floors and revised plan for the same is already submitted to AMC as per Out-word No. _____. With the result, the new Commencement Letter – Rajachithy will be issued for the revised plans and the Project herein will be in accordance therewith. The reference of plans and specifications at all places hereafter shall mean and understood as such revised plan as may be sanctioned from time to time.

E. AND WHEREAS

1. The Purchaser - Allottee herein desired to acquire and for the purpose reserved for him/her/it the Residential / Commercial Premises in the Project, in Block A/B/C/D, being Flat / Shop / Showroom / Office No. _____, on the _____ Floor, admeasuring about _____ Sq.ft. equivalent to _____ Sq.mts. of Carpet Area, as per definition of Carpet Area of RERA Act with related interest in Project Land, more particularly described in the Second Schedule hereunder written (Hereinafter referred to as the “Unit”), at or for the price or consideration of Rs. _____/- (Rupees

only), and on the other terms and conditions contained in the Booking Agreement entered into between the Owner – Promoter and the Purchaser - Allottee, dated _____.

2. The construction of the Said Unit is duly complete and ready for use with all required utilities of water, drainage, sewerage, electricity, common infrastructure of Project. The Project has been granted Building Use Permission by AMC, dated _____, bearing No. _____. / The Owner – Promoter has applied for Building Use Permission, and application with required particulars and details as prescribed by AMC is made on _____.
3. The said Project consists of several units to be disposed of to prospective purchaser - 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 units, and to meet the requirement of RERA Act, Society herein of the name “ _____ ”, registered on _____, under No. _____ is formed to consist of purchasers - allottees of the units in the Project as its Members and Shareholders. The Purchaser - Allottee agrees to become member of the 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.

Note:-

- a) Two separate association of allottees for Residential Project and Commercial Project may be formed, which will result in required modification of Draft.

AND WHEREAS the Purchaser - Allottee has requested the Owner – Promoter to convey the Said Unit, more particularly

described in the Second Schedule hereunder written in his favour by execution and registration of Deed of Conveyance which the Owner – Promoter has agreed in the manner as hereinafter appearing.

A. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

PART-A
SALE

1. IN CONSIDERATION OF the premises and IN FURTHER CONSIDERATION of the said Agreement for Sale / Booking Agreement, dated _____ and in FURTHER CONSIDERATION of the sum of Rs. _____ /- (Rupees _____ only), being the full consideration or sale price paid by the Purchaser - Allottee to the Owner - Promoter (payment and receipt whereof, the Owner – Promoter doth hereby admit and acknowledge and of and from every part thereof for ever acquit, release and discharge the Purchaser - Allottee), the Owner – Promoter grant, convey and assure unto the Purchaser - Allottee the Said Unit, more particularly described in the Second Schedule hereunder written, TOGETHER WITH other common interest and benefits of the Project and usually held, used, occupied and enjoyed therewith or reputed or known as part or member thereof and to belong to or be appurtenant thereto, subject however to as stated hereafter.
2. THE PURCHASER - ALLOTTEE TO HAVE AND TO HOLD all and singular the Said Unit hereby given, granted, conveyed and assigned and intended or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the Purchaser - Allottee for ever and SUBJECT to the payment of all rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Panchayat, Ahmedabad Municipal Corporation, State of

Gujarat or any other public body or public authority in respect thereof and FURTHER SUBJECT TO obligations, conditions, restrictions, prohibition, acceptance, stipulations and regulations attached to and running with the Said Unit and binding on the Purchaser – Allottee contained in Annexure “A” hereto.

3. The Owner – Promoter hereby for itself, its executors, administrators and assigns covenant with the Purchaser - Allottee that notwithstanding any act, deed, matter or thing whatsoever by the Owner – Promoter or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, IT, the Owner – Promoter now has in itself good right, full power and absolute authority to give, grant, convey, and assign the Said Unit hereby given, granted, conveyed, assured and assigned or intended so to be unto and to the use of the Purchaser - Allottee.
4. The Owner – Promoter hereby for itself, its executors, administrators and assigns covenant with the Purchaser - Allottee that it shall be lawful for the Purchaser - Allottee from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the same and receive the issues and profits thereof and of every part thereof to and for his own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Owner – Promoter or by any person or persons lawfully or equitably claiming by, from, under or in trust for them, but subject to aforesaid.
5. 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 Unit unto the Purchaser - Allottee.

B. The Purchaser - Allottee has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Owner - Promoter that the Said Unit is given, granted, conveyed, transferred and assigned by the Owner - Promoter unto the Purchaser 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 Unit.
- ii) a) The Society herein is an association of allottees of the units 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 thereunder. The Society herein at all time and as the nature and circumstances may require from time to time, as 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 thereunder 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, alongwith undivided share in common areas has been agreed to be entered, registered and represented in the revenue record in the name of the Society in fiduciary capacity. The Purchaser - Allottee herein gives his irrevocable consent for the same. The

Purchaser – Allottee shall not be entitled to get his undivided share in the Project Land entered in the revenue records in his name, and no such application, if made by the Purchaser – Allottee before the Revenue Authority shall be maintainable.

- c) It will finally so happen that upon disposal of all the units in the Project, the Project Land will be entirely entered and registered in the name of the Society in the revenue and other land records, representing the rights and interest of the purchasers – allottees of flats. All matters and things relating to Project Land and Project subject to other provisions herein, including without limitation of Annexure “A” hereto in general shall be attended, managed and governed by / through 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 Society shall unless the context otherwise requires have the meaning rights and duties assigned to association of allottees under the said RERA Act.
- iv) The Purchaser – Allottee accept, confirm and record that he has been given copies of all documents, details, particulars, as are specified under the said RERA Act and the rules and regulations made thereunder, and the Purchaser – Allottee is satisfied in respect of the same. The Purchaser – Allottee further agree and confirm that the Owner – Promoter to his satisfaction carried out all functions, duties and obligations imposed upon the Promoter under the said RERA Act, rules, regulations and guide-lines framed / issued thereunder 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 law, 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 / 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 - units 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-fetered 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 Society and as per rules, regulations, resolutions, decisions and policies of the Society in force from time to time.

C. All stamp duty and registration charges, present and future, legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by the Purchaser - Allottee only.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

-: THE FIRST SCHEDULE ABOVE REFERRED TO :-
(Description of Project Land)

ALL THAT piece and parcel of land or ground, hereditaments and premises situate at Jodhpur (sim), Taluka Vejalpur, in the Registration District Ahmedabad and Sub District Ahmedabad – 4 (Paldi), bearing Final Plot No. 72, Sub Plot No. 1, of Town Planning Scheme No. 51 (Bodakdev-Makarba – Vejalpur), admeasuring about 10870 Sq.mts., consisting of _____ Sq.mts. , and delineated with red colour and green colour boundary line respectively on the plan annexed herewith, old Revenue survey Nos. 389 + 390/3 (Old Vejalpur (sim), Survey Nos. 1063 and 1064 respectively).

-: THE SECOND SCHEDULE ABOVE REFERRED TO :-

(Description of Unit reserved for allotment)

ALL THAT Unit No. _____, in Block A/B/C/D, on _____ Floor, admeasuring about _____ Sq. ft. equivalent to _____ Sq. mts. of Carpet Area, in the Project known as “PRIVILON”, constructed on the Project Land, more particularly described in the First Schedule hereinabove written,

TOGETHER WITH

(_____ Sq.mts.) variable, indivisible, impartible, non-specific and undivided share in the said Project Land more particularly described in the First Schedule hereinabove written to be held by and to be in the power, control and management of Society, _____, and to be entered in Government Records in Society name.

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

SIGNED, SEALED & DELIVERED)
BY THE WITHIN NAMED:)
SKZ DEVELOPERS LLP)
Through its Authorised Signatory)
Mr. Mehul C. Chiroliya)
In the presence of :)

SIGNED, SEALED & DELIVERED)
BY THE WITHIN NAMED:)
)
)
)
)
In the presence of :)

RECEIPT

RECEIVED the day and year first hereinabove written of and from the Purchaser - Allottee herein the sum of Rs. _____/- (Rupees _____), as per particulars below.

Amount	in	Date	of	Cheque	Name of Bank
--------	----	------	----	--------	--------------

Rs.	cheque	No.	
	TDS		
	Total		

TDS: Tax Deducted at Source (TDS) paid / to be paid to the Department of Income Tax under the Income Tax Act, 1961 and Purchaser - Allottee to give necessary TDS Certificate for the same.

In the presence of :

WE SAY RECEIVED

PHOTOGRAPHS OF PROPERTY AS PER SECTION 21
OF REGISTRATION ACT

POSTAL ADDRESS OF PROPERTY

Unit No. _____, on _____ Floor, Building Privilon,
Jodhpur, Final Plot No. 72, Taluka Vejalpur, District
Ahmedabad.

OWNER – PROMOTER

PURCHASER - ALLOTTEE

SCHEDULE AS PER SECTION 32 (A)
OF REGISTRATION ACT.

OWNER - PROMOTER AFORESAID

SKZ DEVELOPERS LLP
through its Authorised Signatory
Mr. Mehul C. Chiroliya

PURCHASER - ALLOTTEE AFORESAID

ANNEXURE - "A"

Re: IN THE MATTER OF Commercial Project,
known as “PRIVILON”, on the land situated at
Jodhpur (sim), Taluka Vejalpur (Old Taluka
Ahmedabad City West), in the Registration
District Ahmedabad and Sub District Ahmedabad

– 4 (Paldi), bearing Final Plot No. 72, Sub Plot No. 1, of Town Planning Scheme No. 51 (Bodakdev-Makarba – Vejalpur), part admeasuring about _____ Sq.mts.

OBLIGATIONS, CONDITIONS, RESTRICTIONS, PROHIBITIONS, ACCEPTANCES, STIPULATIONS AND COVENANTS RUNNING WITH THE SAID UNIT 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 said M/S. _____, 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) Though some miscellaneous / finishing work in the Project / complex / scheme in general may be in progress, construction of the Said Unit is duly complete in all respect.
- b) The Purchaser - Allottee has taken inspection of the Said Unit and has checked, verified and satisfied about its area – measurement, and that the Said Unit 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 the Said Unit.

- d) The possession of the Said Unit 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 Unit 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 grant thereof by Ahmedabad Municipal Corporation.
3. If within a period of five years from the date of handing over the Unit to the Purchaser - Allottee, the Purchaser - Allottee brings to the notice of the Owner - Promoter any structural defect in the Unit or the building in which the Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner - Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser - Allottee shall be entitled to receive from the Owner - Promoter, compensation for such defect in the manner as provided under the Act.

Provided that the Owner - Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Owner - Promoter or beyond the control of the Owner - Promoter; which is the result of improper use, maintenance, protection and care by the Purchaser - Allottee; it is normal and natural wear and tear; it is inherent permissible variation and tolerance in shape, size, thickness, or color variation of various natural or factory made products; it is not the result of

any alterations made by the Purchaser - Allottee. This defect liability of the Owner – Promoter will automatically come to an end and become void if the Allottee has committed any breach, violation or default of any obligations, duties and functions on his part under these presents.

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 Unit reserved for him/her/it herein and minimum conveniences required for use, occupation and enjoyment of Said Unit.
2. The expression "Said Unit" 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 / commercial.
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 Unit or any part of the building.
4. The Purchaser - Allottee shall not store in the Said Unit 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 Unit 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/its cost the Said Unit 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), Nagar Panchayat, District Panchayat and Electricity Company, Town Planning Authority, local bodies and other authorities and Society and shall attend, answer and be responsible for all his/her/its actions.
6. It is hereby agreed that the Purchaser - Allottee shall not put any notice/sign board on the Said Unit 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 / 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 Unit, 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 Unit.
8. a) The Purchaser - Allottee shall not use the Said Unit 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 unit 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 Unit 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 Unit or any part thereof. The Purchaser - Allottee shall not make any alterations in the elevations and outside colour scheme of the Said Unit 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 Unit 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 / 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/its Said Unit 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 Unit or for the purpose of repair of any part of the building or other unit or in the compound or any portion of the building/Project or Common Areas.
13. The Purchaser - Allottee of the Said Unit will not use or permit to be used the common 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 Unit shall be used, occupied and enjoyed by the Purchaser - Allottee as one Unit and the Purchaser - Allottee shall not without the permission of Owner - Promoter / Society divide or sub-divide the same for use as more than one Unit. It has been specifically agreed that the main door and other openings by way of doors, windows or any other in the Said Unit 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 Unit 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 Unit.
2. So long as the Said Unit 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 Unit 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 / Society as may be applicable.
5. 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.
6. 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 / 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 twelve months from the date / obtaining of Building Use Permission and thereafter as may be fixed by the Owner – Promoter / 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 unit 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 / Society, to make good the deficit in such expenses. The decision of the Owner - Promoter / 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 units 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 / 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 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 units are in the proper management and maintenance and running of its Assets of Common Use.
 - i) The affairs, matters and things as regards the 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 / Society in the interest of the Assets of Common Use and the Society and Purchaser - Allottees.

- iii) The Owner - Promoter may manage the matters and things relating to the Assets of Common Use either directly or through the Society, and in doing so may directly appoint employees on its payroll or on the payroll of the Society or appoint agencies to provide various services concerning the same. The Owner - Promoter / 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 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 Society, by the Owner - Promoter in the interest of the 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 Society.
- vi) The Owner - Promoter as agent and for and on behalf of and in the name of the 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 / 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 Society and the Owner - Promoter from time to time. Without prejudice to the other rights and remedies of the 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 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 Society. Consequently, the purchase of the Said Unit shall stand cancelled and revoked, and the Society will have right of entry in the Said Unit, and the Society will be entitled to dispose of the Said Unit by way of sale / allotment to existing / new Purchaser - Allottee, as the Society in the General Body Meeting by majority may decide. Surplus of proceeds or benefits or accruals after the adjustment of outstanding amounts will be paid over to and received by Purchaser - Allottee. The exercise of such authority shall be enforced after a 30 days' notice is given by the Society to the Purchaser - Allottee and the Purchaser - Allottee has failed to remedy such breach or delay within this period of thirty days.
- 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 Society.
- h) The Owner - Promoter shall not be required to pay maintenance and other payments and related charges for un-disposed of units / 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 / 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 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 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 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 / 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 Unit 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 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 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 one car parking in basement, No. _____, without any extra charge. 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 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 Society upon the same is fully and finally executed, all units 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 Society.

E. SPECIFIC RIGHTS OF OWNER – PROMOTER AND SOCIETY:

1. The over-all control and management of the Project, implementation thereof, power to dispose of units 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 / Society shall, in respect of any amount remaining unpaid by the Purchaser - Allottee under the terms and conditions hereof, have a first lien and charge on the Said Unit.
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 / 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 / Society.

6. Any delay by the Owner - Promoter / 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 Commercial Project shall always be known as “PRIVILON” and Residential Project shall always be known as “_____” and these names 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 Unit only. The Owner - Promoter has made aware the Purchaser - Allottee that they are proposing to dispose off the other premises in the Project to different other persons. The Owner - Promoter shall have right to dispose off 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.

10. It has been agreed that the Society may effect any changes, modifications or alterations in the Project in general or in particular with respect to any part thereof, such changes or modifications or alterations shall be binding upon the Purchaser - Allottee . The Purchaser - Allottee shall not be entitled to object, dispute or challenge the same, and Purchaser - Allottee hereby give his irrevocable consent for the same. PROVIDED HOWEVER, such change, modification or alteration shall not prejudicially affect the right of the Purchaser - Allottee with respect to the Said Unit and common amenities.

F. INSURANCE AND MAINTENANCE SURVEY:

1. The Purchaser - Allottee shall insure and keep insured the Said Unit 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 Unit being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Unit 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 Unit 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 / Society and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Unit 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 / Society to the Purchaser - Allottee.

4. The Purchaser - Allottee shall permit the Owner - Promoter / Society and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Said Unit or any part of the building 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 Unit, any refund, transfer of security deposit, etc. made by him / her / it, 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 Society, let, sub-let, sell, transfer, convey, mortgage, assign, charge or in any way encumber or deal with or dispose off the Said Unit 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 Society, and such permission may be granted as per rules and regulations of the Society.

- b) Any such approval may be granted by the Society as per its rules and regulations, and upon payment of such amount as may be stipulated by the Society by way of transfer fees or otherwise, and only if there is no outstanding amount payable to the Owner - Promoter / 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 Unit.
- 4. The Purchaser - Allottee has required eligibility to become member and share holder of the Society as per bye-laws, rules and regulations and resolutions of the Society, and shall be required to become member and share holder of the Society, and shall be bound by all past, present and future rules, regulations, decisions, policies, guidelines, resolutions, etc. of the original society and the Society herein.
- 5. The Purchaser - Allottee for all practical purposes will be deemed to hold the Said Unit as member and share holder of the Society.
- 6. The Purchaser - Allottee is aware and has perused and studied the constitution of the 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. All balance – surplus, future, available by purchase from the authority, floating, transferable or any FSI available in respect of the Land and the Project shall belong to and will be of ownership of the Owner - Promoter only. The same may be used, utilized and exploited by the Promoter as it may deem fit and proper on the Land herein or any other land. The Allottee hereby grant irrevocable consent for the same and this consent / no objection shall be also as envisaged under the said Act.
2. The Purchaser - Allottee has been explained and made aware of surplus and available additional FSI. If the FSI in respect of the said Land is increased and/or additional construction is possible on the Land or at any other place on account of Transfer of Development Rights (TDR) on account of FSI originating from the said Land or by TDR or on account of other benefits profits privileges advantages development potential or on account of land portions being surrendered under D. P. Road/setback or on account of change in Development Plan, in the Government Policies and/or its amendments or any rules and regulations or any other benefits arising on the said Land of any nature whatsoever and/or FSI of other properties being available for being used, the Owner - Promoter shall be entitled to utilise such additional FSI, subject to the necessary permission/sanction being granted by the concerned authority.
3. For the purposes aforesaid, the Owner - Promoter will be entitled from time to time to vary, amend and/or alter the layout plans / sanctioned plans / Development Plans in respect of the building without affecting the area and the location of the Said Unit. The Purchaser - Allottee hereby irrevocably agrees and gives his/her/their express consent to the Owner - Promoter for carrying out amendments, alternations, modifications, and/or variations. The consent herein shall be considered to be

the Purchaser - Allottee's irrevocable consent and as envisaged and required under the RERA Act.

4. The Purchaser - Allottee shall not raise any objection or cause any hindrance in the development/construction by the Owner - Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Unit are affected, reduced, limited, restricted or denied. The Purchaser - Allottee hereby agrees to give all the facilities and assistance that the Owner - Promoter may require from time to time, but at the cost and expenses of the Owner – Promoter.
5. Such construction that may be put up will absolutely belong to and will be of the ownership of the Owner - Promoter or the person who may erect the same under authority from the Owner - Promoter. The Owner - Promoter or the person who may erect may deal with or dispose off the same in part or parts as it may deem fit.
6. The related interest on the land conveyed unto the Purchaser - Allottee by these presents is subject to proportionate variation by way of reduction in case of new and additional construction and to give related interest to the new prospective Purchaser - Allottees for their premises.

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 Unit, the intent being the Said Unit shall stand in the names of the joint Purchaser - Allottee as one single Said Unit.

J. RIGHTS AND OBLIGATIONS OF 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. The Society is formed for the limited purpose as Service Society without any proprietary right or interest and all rights in respect of the land and project and premises thereof and to deal with and dispose of the Project and all future rights in respect thereof belong to the Owner - Promoter and Purchaser - Allottees.
2. The 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-inito, and shall not take effect and shall not be binding upon the Owner - Promoter.

3. The Project will be handed over to Society as stated in clause F.5 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.

K. INDEMNITY BY PURCHASER - ALLOTTEE:

1. Without prejudice to other rights and remedies of the Owner - Promoter / 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 / Society, its 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 / 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 the Owner - Promoter is for the completion of work of construction and development of the Said Unit and implementation of the Project actually at site as per Development Plans and to obtain Building Use Permission. The Owner - Promoter will take all steps and put in all efforts, and give all technical support to obtain necessary other permissions, approvals, etc., if required to be obtained from AMC / AUDA, or as regards any matter or thing relating to the Project. However, the Owner - Promoter shall not be responsible for any delay in obtaining / granting of any such permission, approval, etc. by the concerned authority and the Purchaser - Allottee shall not withhold any payment on account thereof under these presents.
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/ 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 “Society” / “Owner - Promoter” 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” (OPTIONAL)

GENERAL RULES OF THE SCHEME

1. The common amenities, facilities and services are like _____, etc. The same may be revised, upgraded, 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 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 personnel, 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 Society 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 therefrom,

- ii) design of the work, if involves any change in civil work to be approved,
- iii) Passenger Lifts 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 / 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 unit and is intended to go alongwith transfer or transmission of unit 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 Society.
- m) Parking of the vehicle will be at the risk and consequences of the premises holder, and 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 / unit 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 / 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 / Society.
13. No premises will be given on rent except without the previous written permission of the Society / Owner - Promoter. Such permission will be granted on such terms as may be filled by the 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 / 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 / Society as it may decide from time to time.

DATED THIS DAY OF 2017

SKZ DEVELOPERS LLP

AND

Annexure "A"
Particular of Shops
Reference : Para A-5

Sr. No.	Shop No.	Superbuiltup Area in sq feet	Share in Land in sq mtrs
GROUND FLOOR			
1	1	137	Note-2.
2	1/A	2430	91
3	1/B	1190	44
4	1/C	2115	79
5	2	1606	60
6	3/A + 3/B	1400	52
7	4	1395	52
8	5	14764	640
9	6	595	22
10	7	1395	52
11	8	372	14
12	9	372	14
13	10	372	14
14	11	372	14
15	11/A	730	27
16	G/12	2675	Note-1.
17	G/1	24472.75	Note-1.
FIRST FLOOR			
18	1/A	602	Note-2.
19	1/B	2118	79
20	1/C	1250	Note-2.

21	1/D	868	Note-2.
22	2	1795	47
23	3	1395	52
24	4	1395	Note-2.
25	5+6+7+8	9094	Note-2.
26	9+10	4142	63
27	11/A	1685	63
28	14	2334	82
29	15	1075	Note-2.
30	16	625	25
31	F/12/A	1036	Note-1.
32	F/12/B	1036	Note-1.
33	F/1	23746.5	Note-1.
SECOND FLOOR			
34	S-12	2072	Note-1.
35	S-1	23966.5	Note-1.
36	F.C1 TO F.C12 & F.C14 TO F.C16	34000	1297

Note.1

The Shops at Serial Nos.16,17,31,32,33,34 & 35.
are with collective share in land of 3850 sqr. mtrs.

Note 2.

The Shops at Serial Nos.1,18,20,21,24,25 & 29.
are with collective share in land of 4137sqr. mtrs.

27crt2Annexure-A.13

Annexure "B"
PART-I
Particulars of FIRST SALE
Refrence Para A-6

Sr. No.	Name of <u>Owner/s Purchasers</u>	Shop No.	Date & Reg. No. of Sale Deed
1	Kumudben I. Shah Niravbhai I. Shah	<u>1(A)</u> (G.F.1/A)	<u>09/05/2006</u> 4186
2	Ramesh H. Mehta Bhartiben R. Mehta	<u>1(B)</u> (G.F.1/B)	<u>09/05/2006</u> 4189
3	Rameshbhai Mehta (HUF)	<u>1(C)</u> (G.F.1/C)	<u>09/05/2006</u> 4186
4	Rajvi Properties Pvt. Ltd.	<u>2</u> (G.F.2)	<u>06/06/2006</u> 5143
5	Mohmad Safi Abdullah Patel Zaibunnisa Mohmadsafi Patel Sajidabanu U. Patel	<u>3</u> (G.F.3) (G.F.3/A +GF.3/B)	<u>14/07/2006</u> 6618
6	Dhirubhai Arjunbhai Chavda Nilamben Dhirubhai Chavda	<u>4</u> (G.F.4)	<u>28/04/2006</u> 3749
7	Bhanuprasad D. Trivedi HUF	<u>5</u> (G.F.5)	<u>13/03/2006</u> 1974
8	Mohmedsajid Abdullah Patel Firoza Mohmedsajid Patel Rasida Abdullah Patel	<u>6</u> (G.F.6)	<u>14/07/2006</u> 6622

9	Siddik Mohmmmed Auditor Zdrish Mohmmmed Patel Yusuf Mohmmmed Patel	<u>7</u> (G.F.7)	<u>14/07/2006</u> 6615
10	Jyotiben Rajivkumar Shah	<u>8</u> (G.F.8)	<u>26/12/2006</u> 11778
11	Biren Ramjibhai Desai	<u>9</u> (G.F. 9)	<u>25/05/2006</u> 4778
12	Dimple Wilson	<u>10</u> (G.F.10)	<u>26/07/2006</u> 6989
13	Smt. Ankur P. Surana	<u>11</u>	<u>31/03/2008</u>
		(G.F.11)	5499
14	Veenaben Harbansal Bhalla Alka Monish Bhalla	<u>11A</u> (G.F.11/A)	<u>08/06/2006</u> 5259
15	Vimlaben Chandubhai Patel Aniktaben Samirabhai Patel Viralben Hemeshbhai Patel	<u>1/B</u> (F.F.1/B)	<u>03/07/2006</u> 6254
16	Sarang Exports Pvt. Ltd.	<u>2</u> (F.F.2)	<u>15/10/2006</u> 9529

17	Mubarak Husen Patel Khyrunnisha Mubarak Patel Haroon Rasid Patel Samimbanu Haroonrashid Patel Jebunnisha Aiyub Patel	<u>3</u> (F.F.1/B)	<u>14/07/2006</u> 6620
18	Namee Desigh	<u>9 & 10</u> (F.F.9 & 10)	<u>25/05/2006</u> 4781
19	Minakshiben Kashmirilal Indra Sumiben Kashmirilal Indra	<u>11/A</u> (F.F.11/A)	<u>31/05/2006</u> 4949
20	Shivam Ashwinbhai Shah	<u>14</u> (F.F.14)	<u>26/07/2007</u> 7817
21	Baldevbhai Valjibhai Odhani Jayantibhai Valjibhai Odhani Narsinhbhai Valjibhai Odhani Dhirajbhai Valjibhai Odhani	<u>16</u> (F.F.16)	<u>12/12/2007</u> 12475
22	Bhanuprasad D. Trivedi (HUF)	F.C./1 to F.F./12 & F.C./14 to F.C.16	<u>05/04/2006</u> 2822

			<u>13/01/2006</u>
23	Ibrahim Umarji Dalal	G-1 } G-12 }	267 Read with Deed of Rectifica- tion <u>12/06/2006</u> 5388
	Johrabibi Ibrahim Dalal	F-1 } F-12 }	
	Sajid Ibrahim Dalal	S-1 } S-12 }	

Annexure "B"

PART-II

Shops With Related Share in Land of 4137
Sqr. mtrs held By N.G.CORPORATION)

GROUND FLOOR

Shop no-1

FIRST FLOOR

Shop no-1/A

Shop no-1/C

Shop no-1/D

Shop no-4

Shop no-5+6+7+8

Shop no-15

27crt2Annexure-B.13

ANNEXURE “C”

Sr. No.	Name of Shop Owners	Shop Nos. (with related interest in land)	Date of sale completion & Registration No.
1	Kumudben I. Shah and another	GF-1/A	29-05-2013 4182
2	Rameshbhai H. Mehta and another	GF-1/B	29-05-2013 4183
3	Rameshbhai H. Mehta and another	GF-1/C	29-05-2013 4184
4	Rajvi Properties Pvt. Ltd.	GF-2	24-05-2013 4074
5	Mohmed Safi Abdullah Patel and others.	GF-3 (GF-3A+GF-3B)	14-08-2013 5970
6	Dhirubhai A. Chavda and another.	GF-4	26-07-2013 5586
7	Bhanuprasad D. Trivedi self and HUF.	GF-5	14-10-2013 7290
8	Mohmedsajid Abdullah Patel and others.	GF-6	14-08-2013 5969
9	Siddik Mohmed Auditor and others.	GF-7	14-08-2013 5972
10	Jyotiben Rajivkumar Shah	GF-8	26-07-2013 5585
11	Biren Ramjibhai Desai	GF-9	24-05-2013 4073
12	Dimple Wilson	GF-10	03-06-2013 4304
13	Ankur P. Surana	GF-11	30-05-2013 4230
14	Veenaben Bhalla	GF-11/A	24-05-2013 4075
15	Ebrahim U. Dalal and others	GF-1 GF-12 FF-1 FF-12 SF-1 SF-12	06-06-2013 4403
16	Vimlaben C. Patel and others	FF-1/B	28-06-2013 4943

17	Signet Vyapaar Pvt. Ltd.	FF-2	26-06-2013 4885
18	Mubarak Husain Patel and others	FF-3	14-08-2013 5971
19	Namee Design	FF 9 and 10	03-06-2013 4303
20	Minakshiben K. Indra	FF-11/A	08-07-2013 5163
21	Shivam Ashwinbhai Shah	FF-14	27-05-2013 4119
22	Baldevbhai V. Oghani	FF-16	24-05-2013 4072
23	Bhanuprasad D. Trivedi HUF	FC-1 to FC-12 and FC-14 to FC-16	14-10-2013 7289
24	M/s. N.G. Corporation	GF-1 FF-1/A FF-1/C FF-1/D FF-4 FF 5+6 +7+8 FF-15	14-10-2013 7291