

RERA No. _____

DEED OF CONVEYANCE

Sub: Flat No. _____ **on** _____ **Floor** in **Block-**__ of
“RAJHARSH ENCLAVE” scheme situated on Non-
Agricultural Land bearing Sub-Plot No. 7
admeasuring 775 Sq. Mts. carved out of Final Plot
No. 806 comprised in the Town Planning Scheme No.
3/6 (Varied) (Ellisbridge) situate, lying and being at
Mouje: Kochrab, Taluka: Sabarmati, District:
Ahmedabad and Registration Sub-District:
Ahmedabad-4 (Paldi).

=====
Consideration: Rs. _____ /- (Rupees: _____
Only)

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THIS **DEED OF CONVEYANCE** made at Ahmedabad on this
_____ day of _____ in the Christian Year Two Thousand _____;

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BY AND BETWEEN

M/S. SOLACE REALTY, (PAN: **AEKFS 2462 J**) a partnership firm having its office at B-11, Sumel Business PARK-6, Hanumanpura BRTS, Dudheshwar, 38004, hereinafter referred to as “**THE PROMOTER**” (which expression shall unless repugnant to the context and meaning thereof, mean and include its partners, representatives, executors and administrators) all collectively hereinafter referred to as the **FIRST PART;**

AND

[If the Allottee/s is a HUF] Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as “**the Allottee/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[OR]

[If the Allottee/s is a company] _____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as “**the Allottee/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **OTHER PART.**

[OR]

[If the Allottee/s is a Partnership] _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) _____ authorized _____ vide

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_____, hereinafter referred to as **“the Allottee/s”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **OTHER PART**.

[OR]

[If the Allottee/s is an Individual] Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____) hereinafter called **“the Allottee/s”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**;

“The Promoter” and “Allottee” are hereinafter individually referred to as “Party” and collectively as “the Parties”.

1. **WHEREAS**, Promoter herein is owner and is in possession of all that piece and parcel of Non-Agricultural Land bearing Sub-Plot No. 7 admeasuring 775 Sq. Mts. carved out of Final Plot No. 806 comprised in the Town Planning Scheme No. 3/6 (Varied) (Ellisbridge) situate, lying and being at Mouje: Kochrab, Taluka: Sabarmati, District: Ahmedabad and Registration Sub-District: Ahmedabad-4 (Paldi), more particularly described in **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **“Said Project Land”**);
2. **AND WHEREAS**, by Deed of Conveyance dated 19.06.2021 registered before Sub-Registrar of Assurances- Ahmedabad 4 (Paldi) at serial no. 7901 of 2021 (hereinafter referred as said “Sale Deed”), the Promoter herein has purchased the said Project Land

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from one Abhi Pranjal Shah, pursuant to which the name of Promoter was recorded as owner and possessor of the said Project Land in share certificate no. 751 on 18.07.2021;

3. **AND WHEREAS**, the Promoter has promoted a scheme of residential- scheme consisting of 20 nos. of Flats known as “**RAJHARSH ENCLAVE**” to be constructed on the said Project Land (hereinafter referred to as the “**Said Scheme/said Project**”);
4. **AND WHEREAS**, a non-agricultural use permission for residential use for the said Project Land has been granted vide order dated 13.04.1949 bearing No. 2570 by City Deputy Collector, Ahmedabad;
5. **AND WHEREAS**, the Development Plan/Sanctioned Plan for the said residential scheme has been approved by the Ahmedabad Municipal Corporation and that it has also granted Commencement Letter (Rajachithhi) by its order dated 03.09.2021 bearing no. 05162/220721/A5038/R0/M1 for construction of residential units on the said Project Land;;
6. **AND WHEREAS**, the Promoter has proposed to construct on the Project Land residential units as per above referred Commencement Letter and sanctioned plans and accordingly commenced construction of the said Building/s in accordance with the said proposed plans;
7. ;
AND WHEREAS, the Promoter has registered the Project under the provisions of the Act with the Gujarat Real Estate Regulatory Authority vide registration no. _____

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AND WHEREAS, the Allottee being desirous to purchase **Flat** bearing number _____ on the _____ **Floor** of **Block-**____, (hereinafter referred to as the said **“Unit”**) of the Building called **“RAJHARSH ENCLAVE”** (hereinafter referred to as the said **“Building”**) of the said Project and the Promoter has offered the said Unit , more particularly described in the **SECOND SCHEDULE** written hereunder

8. **AND WHEREAS**, the Promoter has issued a booking letter and subsequently executed an Agreement for Sale dated _____ in favor of the Allottee, registered before the Sub-registrar of Assurances at Serial No. _____, agreeing to sell the said Unit in accordance with the terms and conditions stated therein;
9. **AND WHEREAS**, the Ahmedabad Municipal Corporation has granted Building Use Permission (B.U.) vide its certificate no. _____ dated _____ towards the said Project;
10. **AND WHEREAS**, on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“the said Act”**) and the Rules and Regulations as applicable for State of Gujarat made thereunder and the Allottee/s is satisfied in respect of the same;
11. **AND WHEREAS**, the authenticated copies of Certificate of Title issued by the attorney at law or

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advocate of the Promoter, authenticated copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Project Land on which the Unit are constructed or are to be constructed have also been inspected by the Allottee/s and is satisfied in respect of the same;

12. The authenticated copies of the plans of the layout as approved by the concerned Local Authority and Certificate of B.U. permission has been inspected by the Allottee/s;
13. The carpet area of the said Unit is _____ **Sq. Mts.** equivalent to approximately _____ **Sq. Ft.** wherein the "carpet area" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts together with exclusive balcony admeasuring _____ **Sq. Mts.** equivalent to approximately _____ **Sq. Ft.**, Verandah admeasuring _____ **Sq. Mts.** equivalent to approximately _____ **Sq. Ft.** and wash area admeasuring _____ **Sq. Mts.** equivalent to approximately _____ **Sq. Ft.** and but includes the area covered by the internal partition walls of the said Unit;
14. Upon receipt of total sale consideration amounting to **Rs. _____ /- (Rupees _____ Only)**, the Promoter has agreed to sell and convey to the Allottee/s and the Allottee/s has agreed to acquire the said Unit and that the Allottee/s has requested the Promoter to execute this Deed of Conveyance which the Promoter has agreed to do in the manner appearing hereinafter;

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NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:

In pursuance of this Deed of Conveyance and in consideration of a sum of **Rs.** _____ **/- (Rupees** _____ **Only)** paid by the Allottee/s to the Promoter on or before execution hereof, being the total consideration, the receipt whereof the Promoter hereby admits and acknowledges and of and from the same and every part thereof the Promoter hereby absolutely forever acquits, release and discharge the Allottee/s being the entire consideration payable by the Allottee/s to the Promoter, the details whereof are set out as under:-

Amount	Cheque / UTR No.	Cheque Dated	Bank- Branch
Rs. _____ -	Towards deposit of TDS under Section 194-IA of the Income Tax Act, 1961 vide Challan bearing serial no. --- dated --- having BSR code ----		
Rs. _____ /-	Total Consideration		

Upon receipt of full and final consideration, the Promoter does hereby grant, convey, assure, release and transfer and put the Allottee/s in vacant and peaceful possession of residential **Flat No.** _____ admeasuring _____ **Sq. Mts.** equivalent to approximately _____ **Sq. Ft.** (carpet area) on the _____ **Floor** together with balcony admeasuring _____ **Sq. Mts.** (carpet area), Verandah admeasuring _____ **Sq. Mts.** (carpet area) and wash area admeasuring _____ **Sq. Mts.** (carpet area) forming a part of aforesaid Unit in **Block-**____ of the Building called **“RAJHARSH ENCLAVE”**constructed on the said Project Land and undivided proportionate title in the project land and together with right to use the common area/amenities of the said Scheme, more particularly described in **SECOND**

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SCHEDULE hereunder, constructed on Non-Agricultural Land bearing Sub-Plot No. 7 (admeasuring 775 Sq. Mtrs. as per the said Sale Deed and 730.77 Sq. Mtrs. as per plans sanctioned by Ahmedabad Municipal Corporation) carved out of Final Plot No. 806 comprised in the Town Planning Scheme No. 3/6 (Varied) (Ellisbridge) situate, lying and being at Mouje: Kochrab, Taluka: Sabarmati, District: Ahmedabad and Registration Sub-District: Ahmedabad-4 (Paldi)more particularly described in **FIRST SCHEDULE**hereunder;

TOGETHER WITH right of passage and right of way for the purpose of the said Unit transferred to the Allottee/s and to use all common areas and facilities provided in the said Scheme for the use of Allottee/s including elevators, staircase of the Building and more particularly for the use of the said Unit transferred under this deed, specific use of elevator to approach the said Unit and the use of staircase that are existing.

AND TOGETHER ALSO WITH all and singular all deeds and documents, writings, vouchers and other evidence of title and the plans, designs and relating to the said Project Land and said Unit or any part thereof and of such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder and the Allottee/s is satisfied in respect of the same;

AND TOGETHER ALSO WITH the right to use all other common areas and facilities provided with the Unit in the scheme;

AND TOGETHER ALSO WITH all paths, passages, water courses, ditches, drains, lights, electric and telephone cables and connections, liberties, easement, rights, privileges, advantages and appurtenances whatsoever to the said Unit belonging or in anywise appertaining to or with the same or any part thereof now or at any time, hereto before usually held, used, occupied or enjoyed or reputed or known as part thereof or appurtenant thereto AND ALL the estates, rights, title, interest, use, possession, both at law and equity of the

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Promoter into, out of or upon the said Unit and all benefits, claims and demands whatsoever in or upon the said Unit hereby granted, conveyed, transferred and assured or intended so to be with it and every of its rights and appurtenances;

UNTO and to the use and benefit of the Allottee/s forever subject to all assessments, rates, duties or any other dues chargeable upon the same or which may become payable in respect thereof from the date of these presents to the Central Government, State Government, Municipal Corporation and/or any other local authority and that previous liability thereof have been discharged by the Promoter and if found to be payable, the liability thereof will be that of the Promoter;

AND THE ALLOTTEE/S COVENANTS with the Promoter that Allottee/s has verified the area of the Unit and has found the construction in accordance with the plans and specifications and to their satisfaction and agrees and confirm the same to be transferred by the Promoter to them as an Unit Holder;

AND THAT, the Allottee/s further covenants with the Promoter that, Allottee/s has become entitled to the said Unit, which is a part of the scheme named **“RAJHARSH ENCLAVE”** and that all the common areas and facilities are to be used enjoyed in common with the occupants/ Unit holders of other Unit and the Allottee/s shall own, use and occupy their Unit, subject to the maintenance payable towards Unit and also towards common area and shall also abide by the existing rules and regulations and as may be framed in that behalf from time to time;

AND THAT, the Promoter does hereby covenant with the Allottee/s that, notwithstanding any act, deed, matter or thing whatsoever by the Promoter or any person or persons lawfully or equitably claiming by, from, under, through or in trust for the Promoter or any one or more of them made, done, committed or omitted or knowingly suffered to the contrary, the Promoter has right, full power and absolute authority to grant, convey, release and assure

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the said Unit, being the same hereby granted, conveyed, released and assured or intended so to be unto and to the use of the Allottee/s exclusively in the manner aforesaid;

AND THAT, the Promoter does hereby covenant with the Allottee/s, and grant, convey, release and assure the undivided proportionate title in the Project Land to the Allottee/s, as may be directed by the RERA authority as the case may be;

AND THAT, free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharged from or otherwise by the Promoter well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever made, executed, occasioned or suffered by the Promoter or by any other person or persons lawfully or equitably claiming or to claim by, from, under, through or in trust for the Promoter or any person or persons having lawfully equitably claiming any estate or interest whatsoever in the said Unit or any part thereof from, under, through or in trust for the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee/s or any of them or of the person or persons requiring the same claiming under them do and execute and caused to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the said Unit and every part thereof UNTO and to the use of Allottee/s in the manner aforesaid or its Counsel-in-Law shall be reasonably required;

The Allottee/s for themselves with an intention to bind all persons into whosoever hand the said Unit may come, do and/ or each of them do hereby covenant with the Promoter as follows:

- (a) the Allottee/s has verified with the help of their own architect and engineer the area of construction of the said Unit with the carpet area , built-up area and super built -up area has found the construction in

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accordance with the sanctioned plans and specifications and have found the same to the best of their satisfaction;

- (b) the Allottee/s agrees and understands that the said Unit is being constructed in accordance with standard specifications disclosed to the Allottee/s and that the Allottee/s is fully satisfied with regard to the rolling shutter, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, glass, tiles and all other items to be provided in the said Unit and shall not in future raise any claim in that respect. The Allottee/s shall not at any time thereafter raise any dispute objection or contention whatsoever in that behalf. If within a period of 5 (five) years from the date of the Promoter handing over the possession of the Unit to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect/s or defects on account of workmanship, quality or provision of service in the said Unit or the building in which the Unit situated or the material used thereon, wherever possible, such defects shall be rectified/repared by the Promoter at its own costs; provided that if it is not possible to rectify/repair such defects, then the Allottee/s shall be entitled to receive from the Promoter reasonable costs for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Promoter's Architect.

Provided that the Promoter shall not be liable in respect of any structural defect or defects caused (i) on account of workmanship, quality or provision of service which cannot be attributable to the Promoter / its agents or is otherwise beyond the control of the Promoter or (ii) on account of an act / omission / default attributable to the Allottee/s, in which case the Allottee/s shall be liable to rectify / repair at his/her/their own cost and expenses.

Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship and that if such defects/ damage has occurred by act of negligence of Allottee and other Allottee/s while doing any internal changes in

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the Unit and other Units including but not limited to not using the facility in desired manner, quality or provision of service which cannot be attributable to the Promoter/its agents or is otherwise beyond the control of the Promoter.

- (c) the Allottee/s understands that the Promoter has received B.U. permission for the said Building and that upon execution of this Deed of Conveyance, the Promoter shall hand over the vacant and peaceful possession of the said Unit to the Allottee/s and the Allottee/s agrees to execute necessary documents, if required, in respect thereof;
- (d) the Allottee/s agrees to maintain the Unit at their own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof without the consent of the Society or the association of the Allottee/ss and additionally from the local authorities, if required;
- (e) The Allottee/s agrees and understands that the Promoter shall hand over the physical possession of the common areas to the Association of Allottee/ss, as the case may be in accordance with the RERA Act, Rules and Regulations formulated thereunder, other applicable law and as per any clarifications received from the Real Estate Regulatory Authority of Gujarat;
- (f) the Allottee/s along with other Allottee/s(s) of Unit in the Building agrees to join in forming and registering the Association of Allottee/ss to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to

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enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Competent Authority;

- (g) The Allottee/s acknowledges and undertakes to become member in a Society or the association of the Allottee/s or the competent authority of the said Scheme for the purpose of common maintenance and smooth functioning of the common areas and facilities.

In addition to the aforesaid Maintenance Deposit, the Allottee/s shall pay to the nominated Maintenance Agency with effect from the date of intimation sent by Promoter of the Allottee/s for taking over possession of the Unit, the CAM charges (hereinafter referred to as the Common Area Maintenance) which shall be the actual cost of operation and maintenance as applicable on the Carpet Area of Unit) will be paid by the Allottee as determined by the Promoter or Limited Company as the case may be.

- (h) the Allottee/s agrees to observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings;
- (i) the Allottee(s) further agrees to pay the Advance Maintenance Deposit and Advance Maintenance of 18 months as determined by the Promoter or

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Association of Allottee/s, as the case may be and further that if, the maintenance amount is found to be insufficient to cover monthly expenses/charges either during the period for which it is paid or thereafter, the Allottee/s agrees to bear additional amount that may be payable by them to the Promoter and/or Association and that the rate of such maintenance charges will be proportionate to the carpet area of the respective Units;

- (j) the Allottee/s agrees to maintain the design/elevation of the said Scheme and further agrees and undertake to follow, comply and observe rules and regulations, bye-laws of the existing Society and Association and resolutions that may be passed by the Society/Association from time to time inclusive of the regulations for the use of the said Unit conveyed to the Allottee/s and the right to use common areas and facilities;
- (k) The Allottee/s agrees and understand that name of Scheme shall be "**RAJHARSH ENCLAVE**" and the said name shall not be liable to be changed by Allottee/s or Association of Allottee/s. Further the Promoter shall be engraving with neon or any other material on sign board/s of its own name or logo or the building name at terrace or one or more places in Building, and the said names and/or logo will be retained in Building forever;
- (l) the Allottee/s agrees and understand that no servants, drivers etc. shall be allowed to stay or sleep overnight in any of the common areas of the Building;
- (m) the Allottee/s agrees and understand that no pets will be allowed to loiter in the building premises, lifts, lobby and other open / common area except when accompanied by caretaker and further no pigeon feeding, bird feeding/pet feeding shall be allowed anywhere within the building premises;
- (n) the Allottee/s has become entitled to the said Unit in a building which is a part of the said Scheme and that all the common areas and facilities are to be enjoyed in common with the occupants/Unit holders of other Unit, that is to say, the Allottee/s are under

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no circumstances entitled to ask for a separate share in the said Project Land or any part thereof or of any common areas and facilities and the Allottee/s shall own, use and occupy their Unit exclusively and enjoy common areas and facilities subject to their proportionate share of maintenance charges decided by the Promoter and/ Association as may be payable by them from time to time;

- (o) The Allottee/s shall not put up any additional construction (whether temporary and permanent in nature) or any such advertisement in the manner of hoarding, bill boards, standees or any other manner whatsoever in the common area outside the residential units. The Allottee/s further agrees that the Common amenities and facilities shall be available to other prospective Allottee/s of the residential units in the said Scheme as well as prospective Allottee/s of any other development of residential units in the said entire project land;
- (p) The Allottee/s agrees and understands that the common parking space for parking of vehicles shall remain attached with the said Unit. Such common parking space shall not be used for any purpose other than parking of private and personal vehicles only. The Allottee/s shall not sell, purchase, rent or transfer the common parking space to anyone in any manner to any third person;
- (q) The rules, regulations, and discipline as regards to use, matters and things relating to parking by Unit holder/s will be decided by the Promoter and the same shall be binding upon the Allottee/s herein and other prospective purchasers in the Scheme;
- (r) the Allottee/s agrees and understands that there shall be separate Association to act, collect deposits, incur expenses, decide the rules and regulations, etc., of respective residential Units and Maintenance Agency for the maintenance of said Building, Common Area and Common Amenities;
- (s) the Allottee/s agrees to use the Unit or any part thereof or permit the same to be used only for residential purpose and not for any other purpose including but not limited to commercial and religious

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- activities and further shall use the common parking space only for purpose of keeping or parking vehicle;
- (t) The Allottee/s agrees and understands that, the Promoter shall not have any claim over additional future FSI, Terrace and Common Area of Project Land after the receipt of Building Use Permission and handing over the possession of the Unit to Allottee. Such right available in future, if any, Association of Allottees or will be entitled to such rights only;
 - (u) The Allottee/s agrees not to keep anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the buildings in the said scheme except the place being selected and assigned by the Promoter. The Allottee/s agrees and understands that any display of advertisements by means of name board, banners, posters, temporary arches, bills, hoardings, notice boards, sign boards, illuminated signs, glow sign boards or such other form of advertisements on the interior/exterior of the said Residential Unit/building shall strictly be in accordance with the policy framed by the Promoter and/or the Association of Allottee/ss in that regards. The Allottee/s further agrees and undertakes to bear all the cost and expenses (including without limitation the applicable taxes) that may be levied upon in accordance with the applicable law for putting up and/or replacing such advertisements, banners, hoarding, sign boards, notice boards, illuminated signs etc., In the event that the Allottee/s fails to abide by the above, the Promoter and/or the Association shall be entitled to remove such sign boards, hoarding or name board without any notice to the Allottee/s if found in breach of this provision;
 - (v) the Allottee/s agrees to maintain the said Unit at Allottee/s's own cost in good tenantable condition from the date the possession of the said Unit is taken and shall not do or cause to be done anything in or to the said Unit/Building or the said Scheme in which the said Unit is situated, its staircase or any passage, etc. which may be against the rules,

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regulations or bye-laws of concerned local authority or any other authority or change/alter or make addition in or to the building in which the said Unit is situated and to the said Unit itself or any part thereof;

- (w) the Allottee/s agrees not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, lift, common passages or any other structure of the building in which the said Unit is situated including entrances of the building in which the said Unit is situated and in case any damage is caused on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
- (x) the Allottee/s undertakes to not permit to be done in the conduct of or upon the said Unit, or upon the common areas and facilities of the said Scheme or any part thereof, anything which may be socially undesirable, or which may be or may become nuisance or create harm, danger, risk, hazard or annoyance or in any way interfere with the peace or comfort of the members of the said Scheme. The Allottee/s also undertakes not carry out any offensive or prohibitive activities of any nature in the said Unit or in any part of the said Scheme;
- (y) the Allottee/s agrees and undertakes not to fix any air conditioners at any places other than those earmarked for fixing the same, and/or which affect the elevation of the Said Building in any manner whatsoever;
- (z) the Allottee/s agrees and undertakes not to shift/change locations of pantry and toilets, and/or affect the drainage system of the Said Building in any manner whatsoever;

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- (aa) the Allottee/s shall not encroach upon, or make use of, any portion of the Said Building other than as specifically permitted herein;
- (bb) the Allottee/s agrees pay to the Promoter, within seven (7) days of a demand made in writing by the Promoter, the Allottee/s share of the security deposit/s demanded by the concerned government, local or public or private bodies or authorities, for giving water, drainage, electricity, telephone or any other service/utility connections to the Said Building;
- (cc) the Allottee/s agrees to carry out at his/her/their own cost all internal repairs to the said Unit and maintain the said Unit and shall not do or suffer to be done anything in or to the building in which the said Unit is situated. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (dd) the Allottee/s undertakes not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor any alteration in the elevation different from the approved plans and outside color scheme of the said Building in which the said Unit is situated and to keep the land, sewers, drains, pipes in the said Unit and appurtenances thereof in good tenantable condition, and in particular, so as to support shelter and protect the other part of the said building/s in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs, or RCC structure or undertake other structural changes without prior written permission of the Promoter or Association as the case may be;
- (ee) the Allottee/s shall permit the Promoter 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

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purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drainages, 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;

- (ff) the Allottee/s undertakes not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the said Building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the said insurance;
- (gg) the Allottee/s shall make suitable arrangement for removal of debris arising out of any permitted interior decoration, renovation, furniture making or any other allied work in the Unit, and in the event such debris is not removed by the Allottee/s, to pay/reimburse the Promoter the cost incurred in the removal thereof;
- (hh) the Allottee/s shall keep all the construction/ furnishing materials/debris including cement, sand, bricks, marble in their Unit or out of the building in the event of any civil or other repair work in the Unit. No open spaces shall be allowed to be used for storing any materials/debris inside the building;
- (ii) the Allottee/s agrees not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Project Land and the said building in which the said Unit is situated;
- (jj) the Allottee/s agrees to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority;
- (kk) the Allottee/s shall be entitled to let, sub-let, transfer, assign or part with the said Unit or part of it

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with Allottee/s interest or benefit factor of this Agreement or part with the possession of the said Unit only after all the dues payable by the Allottee/s to the Promoter and/or the Society/Association under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement/Bye-laws of the Society/Association and only after obtaining prior written permission of the Promoter and/or the Society/Association as the case may be;

- (ll) the Allottee/s shall observe and perform all the rules and regulations, which the existing Society/Association may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the units therein and for the observance and performance of the said building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupation and the use of the said Unit in the said Scheme and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement/Bye-laws of the Society/Association;
- (mm) the Allottee/s shall not construct, erect or place any hedge, grill, barricade, fencing, glazing, shuttering, walling or any structure, obstacle, enclosure, lean-to, awning, roofing, canopy, advertising or other signage at/over/around in front of any doorways, entrances, windows, external walls, verandah, etc. of the Unit, or above/over/around any part or portion of the Unit, or the open terraces, stilt portions, driveways, pathways, parking spaces or gardens and common areas of the Said Project Land with any barrier, whether of stone/cement/wood/ metal, other than that originally provided and/or approved of by the Promoter;

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- (nn) If the Allottee/s are non-resident/foreign national of Indian origin, it shall be the sole responsibility of the non-resident/foreign national of Indian origin themselves to comply with the provisions of Foreign Exchange Management Act, 1999, or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law with regard to remittance of any amount and for acquisition of the Unit or for transfer thereof. The Allottee/s shall strictly comply with such regulations and satisfy the Promoter in this regard, on failure whereof the Promoter may at its own discretion cancel the allotment of the said Unit;
- (oo) The Allottee/s hereby agrees and confirms that the Promoter has provided with and explained the bifurcation towards the total consideration vis-à-vis the cost involved for the separate areas of the said Unit and the Allottee/s shall not be entitled for any further separate estimate of land contribution, construction contribution or any other separate detailed particulars of the amount paid as consideration, except as particularly provided by the Promoter;
- (pp) The Allottee/s shall at no time demand partition of his/her/its/their interest in the building or the Scheme or the said Project Land. It is being agreed and declared by the Allottee/s that the interest as stated above is impartible;
- (qq) The Allottee/s would be entitled to transfer their rights under this Deed of Conveyance subject to the conditions contained herein provided however that they would be entitled to transfer only with the prior permission of the Promoter or association of Allottee/s or competent authority, subject to payment of transfer fees and conditions that may be imposed for the same provided further that the Promoter or the Service Society/Association of Members may refuse to grant such permission for transfer of rights under this Deed of Conveyance without assigning any reasons thereof;

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AND THAT, wherever in this Deed it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, and wherever undivided proportionate title in the common areas are to be considered, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project;

AND THAT, this Deed of Conveyance, shall be governed and construed in accordance with the RERA Act together with the rules and regulations formed thereunder and other relevant acts, rules and statues formed by competent authority from time to time. If any term of this Deed of Conveyance are found illegal, invalid or unenforceable under the RERA Act together with the rules and regulations formed thereunder or other relevant acts, rules and statues, such term shall, insofar as it is severable from the remaining Terms, be deemed omitted from these Terms and shall in no way affect the legality, validity or enforceability of the remaining Terms which shall continue in full force and effect and be binding to the Promoter as well as the Allottee/s. In event of any contradiction to the terms and conditions mentioned hereinabove with the relevant acts, rules and statues, the terms mentioned in such relevant acts, rules and statues shall be binding to the Promoter as well as the Allottee/s;

AND THAT, the Promoter states that, the said Project Land falls under the disturbed area declared under Gujarat Prohibition of Transfer of Immovable Lands and Provision for Protection of Tenants from Eviction from property in Disturbed Areas Act, 1991 and therefore, the Promoter has obtained permission bearing no. _____ dated _____ under the aforesaid act for the transfer or conveyance of the said Unit thereof under this Deed;

AND THAT, the total purchase consideration of the said Unit is exclusive of the taxes, levies chargeable by Central / State Government authority or local authority from time to time including but not limited to GST, Service Tax, etc., and the same shall be payable and/or be paid by the Allottee/s. Similarly, any additional statutory levies

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imposed by the Government, which may affect this transaction shall also be fully recovered by the Promoter from the Allottee/s and the Allottee/s shall be liable to pay the same without any demur or delay;

AND THAT, the Promoter shall in respect of any amount liable to be paid by the Allottee/s under the terms and conditions of this Deed of Conveyance have a first lien and charge on the said Unit;

AND THAT, the expenses of this Deed of Conveyance such as stamp duty, registration fees and other registration expenses shall be borne and paid by the Allottee/s alone and that for the purpose of calculation of Stamp Duty, the Super-Built-up area of the said Unit is _____ Sq. Ft. i.e. approximately admeasuring _____ Sq. Mts..

ENTIRE AGREEMENT:-

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

RIGHT TO AMEND:-

This Agreement may only be amended through written consent of the Parties.

PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:-

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

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DISPUTE RESOLUTION:-

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

GOVERNING LAW:-

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and subject to clause stated above (Dispute Resolution), the Courts at Ahmedabad will have the exclusive jurisdiction for this Agreement.

SEVERABILITY:-

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

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project.

FURTHER ASSURANCES:-

Both Parties agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably

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required in order to effectuate the provisions of this Agreement or for any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

PLACE OF EXECUTION:-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Ahmedabad after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of this Deed of Conveyance, registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

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

SCHEDULE- I ABOVE REFERRED TO
(Particulars of the said Project Land)

All that piece and parcel of Non-Agricultural Land bearing Sub-Plot No. 7 admeasuring 775 Sq. Mts. (as per sale deed) and 730.77 Sq. Mts. (as per plans approved by Ahmedabad Municipal Corporation "AMC") carved out of Final Plot No. 806 comprised in the Town Planning Scheme No. 3/6 (Varied) (Ellisbridge) situate, lying and being at Mouje: Kochrab, Taluka: Sabarmati, District: Ahmedabad and Registration Sub-District: Ahmedabad-4 (Paldi), the said land is bounded as follows:-

On or towards East	: 30 Ft. Road
On or towards West	: Sub-Plot No. 8
On or towards North	: 20 Ft. Road
On or towards South	: Sub-Plot No. 14

SCHEDULE- II ABOVE REFERRED TO
(Particulars of the said Unit)

All that residential premises being **Flat No.** _____
admeasuring approximately _____ **square meter** i.e. _____ **Sq.**

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Ft. (carpet area) on the _____ **Floor** in **Block-**__ constructed on the said Project land together with balcony admeasuring _____ **Sq. Mts.** (carpet area), Verandah admeasuring _____ **Sq. Mts.** (carpet area) and wash area admeasuring _____ **Sq. Mts.** (carpet area) and together with undivided proportionate title in the said project land admeasuring _____ **Sq. Mts.** and together with the right to use the common areas and common amenities in the scheme known as “**RAJHARSH ENCLAVE**” being constructed on the non-agricultural land described in the FIRST SCHEDULE, bounded as follows:

On or towards East	:	_____
On or towards West	:	_____
On or towards North	:	_____
On or towards South	:	_____

SIGNED, SEALED & DELIVERED BY
THE WITHINNAMED
(THE PROMOTER)
M/S. SOLACE REALTY
Through its Authorized Signatory

IN THE PRESENCE OF:

1. _____

2. _____

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PHOTOGRAPH OF BUILDING

SIGNED & DELIVERED BY THE WITHINNAMED	
M/S. SOLACE REALTY (THE PROMOTER) through their Authorized Signatories	(THE ALLOTTEE/S)
_____ MR. _____	_____ MR./MISS/MRS./M/S.

RERA No. _____

PHOTOGRAPH OF UNIT

SIGNED & DELIVERED BY THE WITHINNAMED	
M/S. SOLACE REALTY (THE PROMOTER) through their Authorized Signatories	(THE ALLOTTEE/S)
_____ MR. _____	_____ MR./MISS/MRS./M/S.

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SCHEDULE UNDER SECTION 32(A) OF THE
REGISTRATION ACT
THE LAND OWNERS
SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF
THE PROMOTER

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
M/S. SOLACE REALTY Through its Authorized Signatory		

SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF
THE ALLOTTEE/S

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
<u>MR./MISS/MRS.</u>		