

DEED OF CONVEYANCE

Sub: For: Apartment no. _____, Block - _____, _____ Floor, of “The Bungalows” scheme situate on land being comprised in Town Planning Scheme no. 06 (Vejalpur) by Final Plot No. 181/1 paiki, bearing New Survey No. 325 (Old Survey No.998) admeasuring about 6686.50 Sq. mtrs, situate at Mouje: Jodhpur, Taluka: Vejalpur, Sub-District Ahmedabad -4 (Paldi), District Ahmedabad.

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Consideration: Rs. _____ /-(Rupees: _____ Only)
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THIS **DEED OF CONVEYANCE** made at Ahmedabad on this ____ day of _____ in the Year Two Thousand and _____ by and between:

BY AND BETWEEN

M/S. E-CITY PROJECTS CONSTRUCTION PRIVATE LIMITED, [PAN AABCE 5486 E], a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Plot No. 844/4, Shah Industrial Estate, Off. New Link Road, Andheri (West), Mumbai 400053, represented by its authorized signatory _____ authorized vide board resolution dated _____ hereinafter referred to as **“the Promoter”** (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 ONE PART;

AND

[If the Allottee 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"** (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 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 _____, hereinafter referred to as **"the Allottee"** (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 is an Individual] Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____) hereinafter called **"the Allottee"** (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.

[OR]

[If the Allottee 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"** (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).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS, by a Conveyance dated 31.3.2000 registered at serial no. 1591, before Sub-Registrar of Assurance – Ahmedabad (1) Ranchodbhai Motibhai Patel, (2) Girishbhai Ranchodbhai Patel for self and as Manager of H.U.F (3) Satishbhai alias Chandrakantbhai Ranchodbhai Patel for self and as Manager of H.U.F and (4) Shri Ranchodbhai Motibhai Patel and Vinubhai Ranchodbhai Patel as the executors of Will dated 5.11.1999 of late Samuben w/o Ranchodbhai Motibhai Patel sold to the Promoter an immovable property being piece and parcel of Non-agricultural land being comprised in Town Planning Scheme no. 06 (Vejalpur) by Final Plot No. 181/1 paiki, bearing New Survey No. 325 (Old Survey No.998) admeasuring about 6686.50 Sq. mtrs, situate at Mouje: Jodhpur, Taluka: Vejalpur, Sub-District Ahmedabad -4 (Paldi), District Ahmedabad or thereabouts more particularly described in the Schedule -I hereunder written (hereinafter referred to as **"the Project Land"**) and since then the Promoter is in possession of the Project Land has sole and exclusive right to sell the Apartments in the said Building/s to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the

Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS, the Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and the Promoter has proposed to develop a scheme comprised of 70 Residential Apartment /s having Lower Basement, Upper Basement, Ground Floor, Podium and 14 Upper Floors (collectively to be known as “**building**”) on the said Project Land to be known as “**THE BUNGALOWS**”, (hereinafter referred to as “**the said Scheme/Project**”);

AND WHEREAS, the Non Agricultural Permission for Commercial purpose was granted by District Collector, Ahmedabad vide an order no. CB/LND/1/S.R.33/2000-2001 on 13.3.2001 subject to terms and conditions contained therein, of which upon further application a Revised Non-Agricultural Permission for Residential Use was granted by Deputy Collector (Non- Agricultural), Ahmedabad vide an order no. N.A./U-1-2/Sec-65A/Jodhpur/Case No. 22/2015 dated 10.12.2015;

AND WHEREAS, the development plan layout was sanctioned pursuant to which Commencement Letter bearing _____ dated _____ for construction of residential Apartments in Tower 1 and Tower 2 on the said Project Land was issued by the Ahmedabad Municipal Corporation on _____;

AND WHEREAS by virtue of the said Conveyance dated 31.3.2000 , the Promoter has sole and exclusive right to sell the Apartments in the said Building/s to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS, the Promoter agrees to convey to the Allottee herein and the Allottee agrees to acquire **Apartment bearing No. _____**, admeasuring approximately _____ **square feet** equivalent to approximately _____ **square meters** (carpet area means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment) on the _____ **Floor** in the said Scheme to be constructed on the said Project Land (hereinafter referred to as “**the said Apartment**”) and along with undivided proportionate title in the common areas to the association of allottees or competent authority (hereinafter **the said Apartment** along with the **undivided proportionate title in the common areas** collectively referred to as “**the said Unit**”) and together with the right to use common amenities in the said scheme on the terms and conditions contained therein, , more particularly described in the **SCHEDULE-II** hereunder written;

AND WHEREAS, the Promoter has the right to enter into this Agreement and confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee and further the Promoter has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

AND WHEREAS, the Promoter has executed an Agreement for Sale dated _____ in favor of the Allottee duly notarised at Serial no. _____ before Public Notary. OR **AND WHEREAS**, the Allottee is provided with (i) FLOOR PLAN OF

THE APARTMENT, (ii) Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority, (iii) Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority, (iv) Specification and amenities for the Apartment and (v) description of the common areas and facilities by the Promoter;

AND WHEREAS, the Promoter represents that it has not entered into any memorandum of understanding, agreement for sale, lease, or any other similar agreement with any other person or entity except above mentioned Agreement for Sale for the purpose of transfer or conveyance of the said Apartment and that there are no encumbrances upon the Project Land and the title of the said Project Land and Unit is clear and marketable;

AND WHEREAS, the Town Development Department, Ahmedabad Municipal Corporation has granted the Building Use (B.U.) permission bearing reference no. _____ dated _____;

OR

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time-to-time, so as to obtain Building Completion Certification or Occupancy Certificate of the said Building;

AND WHEREAS, the Allottee is satisfied about the title to the said Project Land and the said Unit and that no requisition or objection mean to be raised on any matter relating thereto;

AND WHEREAS the Promoter has agreed to sell to the Allottee and the Allottee has agreed to acquire, the said Apartment and has paid to the Promoter the sale consideration and that the Allottee has requested the Promoter to execute this Deed of Conveyance and other relevant agreements towards undivided proportionate in title with the association of allottees or competent authority which the Promoter has agrees to do in the manner appearing hereinafter;

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:

The total aggregate consideration amount for the Apartment mentioned herein below from clause (a) to (__) is thus Rs._____/-.

- (a) Consideration of Rs._____/ - towards Apartment No. ____ of carpet area admeasuring ____ sq. metres/sq. feet on ____ floor in the ____ Tower,
- (b) Consideration of Rs. _____ / - being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the _____ Schedule annexed herewith.
- (c) Consideration of Rs._____/ - towards balcony/verandah/ 1 having area admeasuring ____ sq. metres /sq. feet forming part of the Apartment.

- (d) Consideration of Rs._____-/- towards balcony/verandah/ 2 having area admeasuring ____ sq. metres /sq. feet forming part of the Apartment.
- (e) Consideration of Rs._____-/- towards wash area balcony having area admeasuring ____ sq. metres/sq. feet forming part of the Apartment.
- (f) Consideration of Rs._____-/- towards open terrace having area admeasuring ____ sq. metres/sq. feet forming part of the Apartment.
- (g) Consideration of Rs._____-/- towards open parking spaces bearing no.'s ____ situated at ____ Lower Basement and/or Upper Basement, stilt and/or ____ podium being constructed in the layout.
- (h) Consideration of Rs._____-/- towards covered parking spaces bearing no.'s ____ situated at ____ Lower Basement and/or Upper Basement, stilt and/or ____ podium being constructed in the layout.
- (i) Amount of Rs. ____/- towards deposit of TDS calculated at the rate of 1% of total sale consideration under Section 194-IA of the Income Tax Act, 1961 OR GST, or any other relevant tax for the time being in force.

In pursuance of this Conveyance and in consideration of a sum of Rs. _____ /- (Rupees _____ Only) paid by the Allottee to the Promoter on or before execution hereof (a) whereby as agreed by the Parties, the entire consideration amount has be paid to the Promoter vide Bank transaction i.e. cheque, Demand Draft or Bank Online transfers and no amount is paid vide cash , (b) the receipt whereof Promoter hereby admit and acknowledge and of and from the same and every part thereof the Promoter hereby absolutely forever acquit, release and discharge the Allottee being the entire consideration payable by the Allottee to the Promoter, the details whereof are set out as under:-

Amount	Cheque No.	Cheque Dated	Bank-Branch
	Total Consideration		

Upon full and final consideration, the Promoter do hereby grant, convey, assure, release and transfer and has, put the Allottee in vacant and peaceful possession of Apartment **bearing No.** _____, admeasuring approximately _____ **square feet** equivalent to approximately _____ **square meters** (carpet area) on the _____ **Floor** of the Scheme known as “**THE BUNGALOWS**” to be constructed on the said Project Land together with undivided proportionate title in the common areas on the said Project Land to the association of allottees or competent authority and along with right to use the common amenities in the said Scheme known as “**THE BUNGALOWS**” constructed on the Non-agricultural land being comprised in Town Planning Scheme no. 06 (Vejalpur) by Final Plot No. 181/1 paiki, bearing New Survey No. 325 (Old Survey No.998) admeasuring about 6686.50 Sq. mtrs, situate at Mouje: Jodhpur, Taluka: Vejalpur, Sub-District Ahmedabad -4 (Paldi), District Ahmedabad, more particularly described in **SCHEDULE-**_____ hereunder;

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

AND TOGETHER ALSO WITH all and singular all deeds and documents, writings, vouchers and other evidence of title and the plans, designs and specifications relating to the said Project Land and said Unit or any part thereof 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 made thereunder and the Allottee is satisfied in respect of the same;

AND TOGETHER ALSO WITH the right to use all other common areas and facilities provided with the Apartment in the scheme along with the undivided proportionate title in the commons areas to the association of the allottees or the competent authority under other Deed to be executed in consensus to this Deed of Conveyance;

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 Apartment 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 Promoter into, out of or upon the said Apartment and all benefits, claims and demands whatsoever in or upon the said Apartment 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 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 COVENANT with the Promoter that Allottee has verified the area of the Apartment 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 Apartment Holders;

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

AND THAT the Promoter do hereby covenant with the Allottee 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, THEY the Promoter have in themselves good right, full power and absolute authority to grant, convey, release and assure the said Apartment, being the same hereby granted,

conveyed, released and assured or intended so to be unto and to the use of the Allottee exclusively in the manner aforesaid;

AND THAT the Promoter do hereby covenant with the Allottee that, immediately upon formation of the association of the allottees or the competent authority or the Society , the Promoter shall grant, convey, release and assure the undivided proportionate title in the commons areas to the association of the allottees or the competent authority

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 Apartment 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 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 Apartment and every part thereof UNTO and to the use of Allottee in the manner aforesaid or its Counsel-in-Law shall be reasonably required;

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

- (a) The Allottee has verified with the help of their own architect and engineer the area of construction of the said Apartment with the carpet area and the built-up area and has found the construction in accordance with the sanctioned plans and specifications and have found the same to the best of their satisfaction;
- (b) The Allottee is fully satisfy with regard to the plumbing, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, glass, tiles and other items in the said Unit and acknowledge in writing to that effect to Promoter of the same. The Allottee 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 Apartment to the Allottee, brings to the notice of the Promoter any constructional or structural defect/s in the Unit and/or the Car-parking Space or the material used thereon (wear and tear, loss or damage due to acts of God and misuse, always excepted), wherever possible, such defects unless caused by, or attributable to, wear and tear, acts of God or misuse 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 shall be entitled to receive from the Promoter reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the **Project Architect of the Promoter;**
- (c) The Allottee has apprised themselves of a fact that the said scheme of Residential flats has been raised on the said Project Land and thus, the Promoter shall handover the physical possession of Apartment to the Allottee along with an undivided proportionate title in the common areas

to the association of the allottees or the competent authority, in the said Project Land with the rights to use the common amenities and the common area of the said Scheme and that the Allottee shall have no claim save and except in respect of the Apartment hereby conveyed to the Allottee and that all open spaces, parking sapces, lobbies, staircase, terraces recreation spaces, will remain the property of the Promoter until the same is transferred to the association of Allottees or the competent authority ;

- (d) The Allottee has also apprised themselves of a fact that the Promoter has initiated the procedure to ascertain the Building Use permission and the possession of the said Apartment shall be handed over only upon ascertaining the Building Use and other relevant permissions; OR the Allottee shall immediately take possession upon execution of this Deed;
- (e) The Allottee shall be liable to bear and pay the proportionate share (i.e., in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars and another expenses necessary and incidental to the management and maintenance of the Project Land and Building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the Society or the Association of the Limited Company as aforesaid; **(this clause if the society is not formed)**
- (f) The Allottee's agrees to maintain the Apartment at own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the Society or the association of the allottees or the competent authority and the local authorities, if required ;
- (g) The Allottee along with other allottee(s) of Apartment in the Building agrees to join in forming and registering the Society or Association or a Limited Company 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 Society or Association or Limited Company 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, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee, 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 Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority;

- (h) The Allottee acknowledge and undertake to become member in a Society or the association of the allottees or the competent authority of the said Scheme for the purpose of common maintenance and smooth functioning of the common areas and facilities. The Allottee further agrees and acknowledge that, the Promoter will maintain the common areas and facilities of the Scheme till the formation of Society or the association of the allottees or the competent authority and the Allottee shall be liable to abide by all the rules and regulation formed by the Promoter in that regard;
- (i) The Allottee agrees to observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Apartments 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 shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings;
- (j) The Allottee further agrees to pay the __ years advance maintenance charges of Rs. _____ as determined by the Promoter or Association of Allottees, 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 agrees to bear additional amount that may be payable by them to the Promoter and/or Service Society/ Association and that the rate of such maintenance charges will be proportionate to the carpet area of the respective Apartments;
- (k) The Allottee agrees and understand that the scheme of Apartment called **"THE BUNGALOWS"** as also the common areas and facilities and areas such as common drainage, water supply, staircase, lift room, passages, and agree 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 Society/ 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 Apartment conveyed to the Allottee and the right to use common areas and facilities;
- (l) The Allottee agrees and understand that name of Building shall be 'The Bungalows' and the said name shall not be liable to be changed by Allottee or association of Allottees. Further the Promoter shall be engraving neon 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;
- (m) The Allottee agrees and understand that no servants, drivers etc shall be allowed to stay or sleep overnight in any of the common area of the Building;
- (n) The Allottee agrees and understand that no pets will be allowed to loiter freely 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 except inside the Apartment of the member;

- (o) The Allottee has become entitled to the said Apartment 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/Apartment holders of other Apartment, that is to say, the Allottee are under 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 shall own, use and occupy their Apartment exclusively and enjoy common areas and facilities subject to their proportionate share of maintenance charges decided by the Promoter and/or Society/Association as may be payable by them from time to time;
- (p) The Allottee agrees and understand that there are separate parking areas for the each Apartment and the Allottee shall not occupy the parking area other than demarked parking slot for respective Apartments. Further, the Allottee agrees and understands that the space for parking of vehicles allotted with the said Apartment shall remain attached with the said Unit. Such parking space shall not be used for any purpose other than parking of private and personal vehicles and shall be transferred to the Allottee on execution of this Deed of Conveyance. The Allottee shall not sell, purchase, rent or transfer the space for parking of vehicles allotted with the said Apartments in any manner to any third person;
- (q) The Allottee agrees to use the Apartment or any part thereof or permit the same to be used only for purpose of residence and not for any other purpose including but not limited to office /show-room/shop/godown for carrying on any industry or business and further shall use the garage or parking space only for purpose of keeping or parking vehicle;
- (r) The Allottee agrees and understands that all balance FSI (floor space index)- surplus, future, available by purchase from the authority, floating, transferable or any FSI available in respect of the Project Land and the Project shall belong to and will be of ownership of the Promoter only. Further the Allottee explicitly agrees to such use of the TDR-FSI by the Promoter and further understands that in the event such additional construction is undertaken in the said Scheme, the undivided share of the Allottee in the said Project Land shall be adjusted accordingly and the Allottee shall not object to such change and further agrees to co-operate with the Promoter in respect thereof;
- (s) the Allottee 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 and shall not close verandah or balconies and/or shall not carry out any changes without the sanction and permission of the Promoter nor shall make any alterations or changes in the elevation and outside color scheme of the said Apartment and/or Unit and/or the said Scheme. The Promoter and/or the Society/Association shall be entitled to remove such sign boards, hoarding or name board without any notice to the Allottee if found in breach of this provision.

- (t) the Allottee agrees to maintain the said Apartment at Allottee's own cost in good tenantable condition from the date the possession of the said Apartment is taken and shall not do or cause to be done anything in or to the said Unit in the said Scheme in which the said Apartment is situated, its staircase or any passage, etc. which may be against the rules, 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 Apartment is situated and to the said Apartment itself or any part thereof;
- (u) the Allottee agrees not to store in the said Apartment 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 Apartment 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 Apartment is situated including entrances of the building in which the said Apartment is situated and in case any damage is caused on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
- (v) the Allottee undertakes not permit to be done in the conduct of or upon the said Apartment, or upon the common areas and facilities of the said Scheme or any part thereof, anything which maybe 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 also undertakes not carry out any offensive or prohibitive activities of any nature in the said Apartment or in any part of the said Scheme;
- (w) the Allottee agrees and undertakes that no member or the Society or association of the allottees or the competent authority or the Promoter shall have any right to display any hoarding on the terrace or grant any right to any cellular based company for use of any part of the building or compound;
- (x) the Allottee 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;
- (y) the Allottee agrees and undertakes not to shift/change locations of kitchen/pantry and toilets, and/or affect the drainage system of the Said Building in any manner whatsoever;
- (z) the Allottee shall not encroach upon, or make use of, any portion of the Said Building other than as specifically permitted herein;
- (aa) the Allottee agrees pay to the Promoter, within seven (7) days of a demand made in writing by the Promoter, the Allottee 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;

- (bb) the Allottee agrees to carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be governed under the Rules and Regulations and bye-laws of the said body, the concerned local authority or other public authority. And in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority;
- (cc) the Allottee 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 and outside color scheme of the said building in which the said Apartment is situated and to keep the land, sewers, drains, pipes in the said Apartment and appurtenances thereof in good tenable condition, and in particular, so as to support shelter and protect the other part of the said building/s in which the said Apartment 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 and/or the Society or Association as the case may be.
- (dd) the Allottee 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 Apartment 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, 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;
- (ee) the Allottee 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the said insurance;
- (ff) the Allottee 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 Apartment, and in the event such debris is not removed by the Allottee, to pay/reimburse the Promoter the cost incurred in the removal thereof;
- (gg) the Allottee shall keep all the construction / furnishing materials / debris including cement, sand, bricks, marble in their Apartment or out of the building in the event of any civil or other repair work in the Apartment No open spaces shall be allowed to be used for storing any materials / debris inside the building;
- (hh) the Allottee agrees not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the

compound or any portion of the said Project Land and the said building in which the said Apartment is situated;

- (ii) the Allottee 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 including on account of change of user of the said Apartment by the Allottee, viz. user for any purposes other than for permissible purpose;
- (jj) the Allottee shall be entitled to let, sub-let, transfer, assign or part with the said Apartment or part of it with Allottee's interest or benefit factor of this Agreement or part with the possession of the said Apartment only after all the dues payable by the Allottee to the Promoter and/or the Society/Association under this Agreement are fully paid up and only if the Allottee 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;
- (kk) the Allottee shall observe and perform all the rules and regulations, which the 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 shall also observe and perform all the stipulations and conditions laid down by the Society/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.
- (ll) the Allottee shall not interfere with the rights of the Promoter to construct on the said Project Land at such locations, as it may from time to time be decided by the Promoter, any additional buildings/structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks, structures, office for Service Society, cabin for watchman, toilet units for domestic servants/watchmen, septic tank, and other structures, the locations of which are not particularly marked or shown in the building plans or layout plans of the said Project Land and laying through or under or over the subject land or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the buildings/towers and other structures which are to be developed and constructed by the Promoter on the said Project Land, whether by way of any dispute raised or Court injunctions or prohibitory orders of any tribunal body or authority or under any provisions of law or otherwise however;
- (mm) the Allottee shall not close verandah or balconies and/or shall not carry out any changes without the sanction and permission of the Promoter and also shall not make any alterations or changes in the elevation and outside color scheme of the said Apartment and/or Unit and/or the said building;

- (nn) the Allottee 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, open terrace, etc. of the Apartment, or above/over/around any part or portion of the Apartment, 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;
- (oo) if the Allottee 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 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.
- (pp) The Allottee shall have no claim save and except in respect of the Apartment hereby conveyed to the Allottee and all open spaces, lobbies, staircase, terraces, recreation spaces, will remain the property of the Society or the association of the allottees or the competent authority and the Allottee shall have the right to use and access the common .
- (qq) It is agreed that the 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 consideration, except particularly described hereinabove.
- (rr) the Allottee 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 that the interest as stated above is impartible.
- (ss) the Allottee 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 allottees 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;

AND THAT , wherever in this Deed it is stipulated that the Allottee 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 Apartment to the total carpet area of all the Apartment in the Project;

AND THAT the Promoter has registered this Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____; authenticated copy of which is attached in **ANNEXURE-“__”**. This Deed of

Conveyance, shall be governed and construed in accordance with THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 and other relevant acts, rules and statues formed by competent authority from time to time.

AND THAT the Promoter has confirmed and assured the Allottee that, the said Project Land is not falling 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 does not require to obtain any permission under the said act for the transfer or conveyance thereof under this Deed.

AND THAT The lump sum cost of the purchase of the said Unit as agreed to be purchased by the Allottee does not include Sales Tax, VAT an, GST d Service Tax and etc., including but not limited to any other taxes, levies chargeable by government authority or local authority from time to time and the same shall be payable and/or be paid by the Allottee. Similarly, any additional statutory levies imposed by the Government, which may affect this deal shall also be fully recovered by the Promoter from the Allottee and the Allottee 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 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 alone and that for the purpose of calculation of Stamp Duty, the Super-Built-up area of the said Apartment is _____ square feet i.e. approximately admeasuring _____ square meters.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to these presents the day and year first hereinabove written.

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

Non-agricultural land being comprised in Town Planning Scheme no. 06 (Vejalpur) by Final Plot No. 181/1 paiki, bearing New Survey No. 325 (Old Survey No.998) admeasuring about 6686.50 Sq. mtrs, situate at Mouje: Jodhpur, Taluka: Vejalpur, Sub-District Ahmedabad -4 (Paldi), District Ahmedabad, and the said Project Land is bounded as follows:-

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

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

All that Residential premises/Apartment **bearing No.** _____, admeasuring approximately _____ **square feet** equivalent to approximately _____ **square meters** (carpet area) on the _____ **Floor** of the Scheme known as “**THE BUNGALOWS**” to be constructed on the said Project Land to the Allottee and together with undivided proportionate title in the common areas on the said Project Land to the association of allottees or competent authority and along with right to use the common facilities in common areas in the said Scheme

being constructed on the said Project Land described in the Schedule-I, bounded as follows:

Apartment bearing No. _____
On or towards East : _____
On or towards West : _____
On or towards North : _____
On or towards South : _____

SIGNED & DELIVERED BY
THE WITHINNAMED
(THE PROMOTER)
E-CITY PROJECTS CONSTRUCTION
PRIVATE LIMITED
THROUGH ITS AUTHORIZED SIGNATORY
Mr._____

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED
(ALLOTTEE)

(i) _____

In the presence of:

1. _____
2. _____

PHOTOGRAPH OF APARTMENT
Apartment no. _____ The Bungalows, Satellite, Ahmedabad

SIGNED & DELIVERED BY
THE WITHINNAMED
(THE PROMOTER)
E-CITY PROJECTS CONSTRUCTION
PRIVATE LIMITED
THROUGH ITS AUTHORIZED SIGNATORY
Mr. _____

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED
(ALLOTTEE)

(i) _____

PHOTOGRAPH OF APARTMENT
Apartment no. ____ The Bungalows, Satellite, Ahmedabad

SIGNED & DELIVERED BY
THE WITHINNAMED
(THE PROMOTER)
E-CITY PROJECTS CONSTRUCTION
PRIVATE LIMITED
THROUGH ITS AUTHORIZED SIGNATORY

(i) _____