

DEED OF CONVEYANCE

THIS **DEED OF CONVEYANCE** made at Ahmedabad on this _____ day
of _____ in the Year 20____ ;

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**Sub:** Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor in Block - " \_\_\_\_\_ " situated in  
“ **ARISE VIBRANT** ” scheme situate on land situate, lying and being  
at Mouje: Chharodi, Taluka: Ghatlodia, District: Ahmedabad, bearing  
Block No. 102 & 103 comprised in Town Planning Scheme No. 57  
(Ognaj - Gota - Jagatpur - Chharodi - Khodiyar - Khoraj) by Final  
Plot No. 159.

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

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**BY AND BETWEEN**

⇒ SILVERSTONE BUILDCON, ( **PAN: AEFFS 5371 F** )  
A Partnership Firm formed under The Indian Partnership Act, 1932,  
having its principal place of business at : Survey No. 102 & 103,  
Final Plot No. 159, Town Planning Scheme No. 57, B/h. Lotus Temple,  
Opp. Nirma University, S.G.Highway, Chharodi, Ahmedabad  
represented by its authorised Partner **Mr. AMITBHAI  
SHANKARBHAI PATEL**

Hereinafter referred to as “ **THE PROMOTER** ” (which expression  
shall unless it be repugnant to the context or meaning thereof, mean and  
include its partner or partners for the time being constituting the Firm and  
their heirs, executors & administrators) all collectively hereinafter referred  
to as the **FIRST PART**;

**AND**

(1) \_\_\_\_\_  
[ **PAN :** \_\_\_\_\_ ] [ **Aadhar :** \_\_\_\_\_ ]  
Aged - adult, Residing at - \_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
[ **PAN :** \_\_\_\_\_ ] [ **Aadhar :** \_\_\_\_\_ ]  
Both Aged - adult, Residing at - \_\_\_\_\_  
\_\_\_\_\_

Hereinafter referred to as “ **THE ALLOTTEE** ” (which expression  
shall unless repugnant to the context and meaning thereof mean and  
include his/her heirs, executors and administrators) of the **SECOND PART**;

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

**WHEREAS SILVERSTONE BUILDCON, a Partnership Firm** is entitled to all that piece and parcel of non-agricultural land situate, lying and being at Mouje: Chharodi, Taluka: Ghatlodia, District: Ahmedabad, bearing (a) Block No. 102 admeasuring 7487 sq.mtrs. & (b) Block No. 103 admeasuring 10218 sq.mtrs. totally 17705 sq.mtrs. comprised in Town Planning Scheme No. 57 (Ognaj - Gota - Jagatpur - Chharodi - Khodiyar - Khoraj) by Final Plot No. 159 admeasuring 10623 square meters more particularly described in **SCHEDULE - I** hereunder written (hereinafter referred to as the “ **Said Project Land** ”);

**AND WHEREAS** the Promoter is entitled to develop all that piece and parcel of non-agricultural land situate, lying and being at Mouje: Chharodi, Taluka: Ghatlodia, District: Ahmedabad, bearing Block No. 102 & 103 comprised in Town Planning Scheme No. 57 (Ognaj - Gota - Jagatpur - Chharodi - Khodiyar - Khoraj) by Final Plot No. 159 admeasuring 10623 square meters.;

**AND WHEREAS** the Promoter is inter-alia engaged in the business of construction and 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 building having three wings Residential & commercial Apartment /s First Celler, Second Celler, Ground Floor, First Floor to Fourteenth Floor, Stair Cabin, Lift Room on the said Project Land to be known as “ **ARISE VIBRANT** ”, (hereinafter referred to as “**the said Scheme/Project**”);

**AND WHEREAS** the plan for the said Scheme has been approved by the Ahmedabad Municipal Corporation and that it has also granted the Commencement Letters (Rajachithhi) by its order **(a)** dated : 26<sup>th</sup> July, 2021 under Case No. BHNTS / NWZ / 280521 / CGDCRV / A 4859 / R0 / M1 & Rajachitthi No. 05017 / 280521 / A4859 / R0 / M1 for Block - "A", **(b)** dated : 26<sup>th</sup> July, 2021 under Case No. BHNTS / NWZ / 280521 / CGDCRV / A 4860 / R0 / M1 & Rajachitthi No. 05018 / 280521 / A4860 / R0 / M1 for Block - "B", **(c)** dated : 26<sup>th</sup> July, 2021 under Case No. BHNTS / NWZ /

280521 / CGDCRV / A 4862 / R0 / M1 & Rajachitthi No. 05019 / 280521 / A4862 / R0 / M1 for Block - "C", **(d)** dated : 26<sup>th</sup> July, 2021 under Case No. BHNTS / NWZ / 280521 / CGDCRV / A 4863 / R0 / M1 & Rajachitthi No. 05020 / 280521 / A4863 / R0 / M1 for Block - "D", **(e)** dated : 26<sup>th</sup> July, 2021 under Case No. BHNTS / NWZ / 280521 / CGDCRV / A 4864 / R0 / M1 & Rajachitthi No. 05021 / 280521 / A4864 / R0 / M1 for Block - "E" & **(f)** dated : 26<sup>th</sup> July, 2021 under Case No. BHNTS / NWZ / 280521 / CGDCRV / A 4865 / R0 / M1 & Rajachitthi No. 05022 / 280521 / A4865 / R0 / M1 for Block - "F" respectively on the said land.

**AND WHEREAS**, the Promoter agrees to convey to the Allottee herein and the Allottee agrees to acquire **Flat bearing No.** \_\_\_\_\_, in total admeasuring \_\_\_\_\_ square meters i.e. \_\_\_\_\_ square feet (detailed bifurcation specified in the table herein below), on the \_\_\_\_\_ **Floor** in Block - " \_\_\_\_\_ " (hereinafter referred to as “**the said Building**”), in the said Scheme constructed on the said Project Land along with undivided proportionate title in the common areas (hereinafter referred to as “**the said Flat**”) 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;

| Description                                                                                                                                                                                                                             | Area (in square meters) | Equivalent Area (in square feet) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------|
| Carpet Area<br>(the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area. The area covered by the internal partition walls of the Flat). | _____                   | _____                            |
| Balcony Area                                                                                                                                                                                                                            | _____                   | _____                            |
| Wash Area                                                                                                                                                                                                                               | _____                   | _____                            |
| <b>Total</b>                                                                                                                                                                                                                            | _____                   | _____                            |

**AND WHEREAS** the Promoter is in possession of the Project Land and has sole and exclusive right to sell the Flats in the said Building/s constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee(s)/s of the Flats to receive the sale consideration in respect thereof;

**AND WHEREAS**, the Promoter has the right to enter into this Deed and confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat 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 Allottee is provided with (i) Floor Plan and specifications of the Flat, (ii) Authenticated copies of the plans of the Flat agreed to be purchased by the Allottee as approved by the concerned local authority, (iii) Authenticated copies of Certificate of Title issued by Promoter's advocate, (iv) Authenticated copies of Property card or extract of Village Forms VI and VII and XII or related revenue records, (v) Specification and amenities for the Flat, (vi) Authenticated copies of the Building user permission of the Flat and (vii) description of the common areas / open spaces and facilities to be provided by the Promoter, and the Allottee has inspected such records and is satisfied in respect of the same;

**AND WHEREAS** Promoter has registered the Project with the Real Estate Regulatory Authority vide Registration No. **PR / GJ / AHMEDABAD / AHMEDABAD CITY / AUDA / \_\_\_\_\_ / \_\_\_\_\_** in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the RERA Act**") and the Rules and Regulations made thereunder;

**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 for the purpose of transfer or conveyance of the said Flat and that there are no encumbrances

upon the said Flat is clear and marketable, except for what is stated herein below;

**AND WHEREAS** the Promoter has executed Agreement to Sell (without possession) dated : \_\_\_\_\_ registered under serial No. \_\_\_\_\_ before Sub Registrar of Assurances agree to sell said Flat on terms and conditions mentioned therein;

**AND WHEREAS**, the Allottee is satisfied about the title to the said Project Land, the said Flat and undivided share of common area / amenities and that no requisition or objection mean to be raised on any matter relating thereto;

**AND WHEREAS** the Promoter has agreed to sell and convey to the Allottee and the Allottee has agreed to acquire, the said Flat and has paid to the Promoter the sale consideration and that the Allottee has requested the Promoter to execute this Deed of Conveyance which the Promoter has agreed to do in the manner appearing hereinafter;

**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 to the Promoter on or before execution hereof, being the total lump sum consideration (including consideration towards the common areas and facilities appurtenant to the premises), the receipt whereof the 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:-

| <b>Rupees</b> | <b>Bank Name</b> | <b>Cheque /<br/>D.D. No. /<br/>Transfer</b> | <b>Date</b> |
|---------------|------------------|---------------------------------------------|-------------|
|---------------|------------------|---------------------------------------------|-------------|

Rs.

Rs. \_\_\_\_\_/-                      Rupees \_\_\_\_\_ Only

Upon full and final consideration, the Promoter do hereby grant, convey, assure, release and transfer and had put the Allottee in vacant and peaceful possession of Flat **bearing No.** \_\_\_\_\_, admeasuring approximately \_\_\_\_\_ **square feet** equivalent to approximately \_\_\_\_\_ **square meters** (total carpet area) but includes the area covered by the internal partition walls of the Flat on the \_\_\_\_\_ **Floor** in Block - " \_\_\_\_\_ " of the Scheme known as “ **ARISE VIBRANT** ” constructed on the said Project Land together with undivided proportionate title in the common areas on the said Project Land along with right to use the common amenities in the said Scheme known as “ **ARISE VIBRANT** ” constructed on the Non-agricultural land situate, lying and being at Mouje: Chharodi, Taluka: Ghatlodia, District: Ahmedabad, bearing Block No. 102 & 103 comprised in Town Planning Scheme No. 57 (Ognaj - Gota - Jagatpur - Chharodi - Khodiyar - Khoraj) by Final Plot No. 159 admeasuring 10623 square meters more particularly described in **SCHEDULE – II** hereunder;

**TOGETHER WITH** right of passage and right of way for the purpose of the said Flat 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 Flat transferred under this deed, specific use of elevator to approach the said Flat 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 relating to the said Project Land and said Flat 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 is satisfied in respect of the same;

**AND TOGETHER ALSO WITH** the right to use all other common areas and facilities provided with the Flat in the scheme along with the undivided proportionate title in the commons areas;

**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 Flat 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 Flat and all benefits, claims and demands whatsoever in or upon the said Flat 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 Flat 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 Flat Holders;

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

**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 Flat, 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** under the provisions of the RERA Act, if requirement arise to convey the said Project Land, common areas and structure of the said Project to the said \_\_\_\_\_ Co - Operative Housing Service Society Limited (Regd. No. REG / AHD / SA (HAA) \_\_\_\_\_ / \_\_\_\_\_, Dated : \_\_\_\_\_) absolutely free of cost and that any tax liabilities arising thereat shall be borne by the said \_\_\_\_\_ Co - Operative Housing Service Society Limited. Further, at the time of registration of conveyance or Lease of the structure of the Building or Wing of the Building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty, registration charges and any other government taxes that may be payable from time to time, by the said \_\_\_\_\_ Co - Operative Housing Service Society Limited on such conveyance or lease or any document or

instrument of transfer in respect of the structure of the said Building/Wing of the Building.

**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 Flat 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 Flat 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 Flat 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 Flat 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 agrees and understands that the said Flat is being constructed in accordance with standard specifications disclosed to

the Allottee and that the Allottee is fully satisfied with regard to the plumbing, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, glass, tiles and other items to be provided in the said Flat and shall not in future raise any claim in that respect. The Allottee shall not at any time thereafter raise any dispute objection or contention whatsoever in that behalf. If within a period of 2 (two) years from the date of Building Use Permission, the Allottee brings to the notice of the Promoter any constructional or structural defect/s in the said Flat or the building in which the Flats is situated 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 Promoter's Architect;

- (c) Over and above the total consideration, the Allottee shall also be liable to and hereby agrees to pay charges in regard of Maintenance deposit, Maintenance Expenses for two years, taxes by whatever named called, assessed or imposed by municipal or other authorities or any other prevailing Govt. charges / deposits at the time of taking possession of the said Unit. The Allottee shall further be liable to bear and pay the proportionate share 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 to \_\_\_\_\_ Co - Operative Housing Service Society Limited (Registration No. REG / AHD / SA (HAA) \_\_\_\_\_ / \_\_\_\_\_, Registration Date : \_\_\_\_\_), the Allottee shall

pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional contribution as may be intimated by the Promoter 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 \_\_\_\_\_ Co - Operative Housing Service Society Limited as aforesaid. However, Total sale value is inclusive of Electricity connection charges, AMC - charges, Expenses incurred for registration of Project under RERA Act & legal charges.

- (d) It has been planned to generate common maintenance fund (Hereinafter referred to as " CMF ") to be contributed by all the purchasers of the unit in the project at the rate as may intimated by Promoter. \_\_\_\_\_ Co - Operative Housing Service Society Limited shall calculate – treat the interest or income earned thereon on fixed Deposited (Deemed Income) and such Deemed Income will be utilized to meet with the common expenses referred to herein above. Surplus if any will be allowed to be accumulated in the CMF. Deficit if any will be reimbursed by THE PURCHASER and other purchasers as may be fixed by \_\_\_\_\_ Co - Operative Housing Service Society Limited. Such deficit may be met with by collecting required additional CMF from THE PURCHASER and other purchaser, as may be fixed by \_\_\_\_\_ Co - Operative Housing Service Society Limited. THE PURCHASER agrees to this arrangement. In case if the amount is not paid, \_\_\_\_\_ Co - Operative Housing Service Society Limited shall be entitled to cut off the common services agreed to be given to THE PURCHASER and in the circumstances, THE PURCHASER shall loose the right to use all common facilities like water supply, etc. THE PURCHASER shall also be bound to pay interest as per the norms of the Service Society and also expenses of restarting the services

- (e) The Allottee agrees to maintain the Flat at their own cost in good and tenable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the Building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of \_\_\_\_\_ Co - Operative Housing Service Society Limited or the competent authority and the local authorities, if required;
- (f) The Allottee along with other allottee(s) of Flat in the Building agrees to join and obey all the rules of \_\_\_\_\_ Co - Operative Housing Service Society Limited for becoming a member, including the bye-laws of \_\_\_\_\_ Co - Operative Housing Service Society Limited.
- (g) The Allottee acknowledge and undertake to become member in a \_\_\_\_\_ Co - Operative Housing Service Society Limited 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 for a period of 2 (Two) years and/or till the formation of \_\_\_\_\_ Co - Operative Housing Service Society Limited or the competent authority, whichever is later and the Allottee shall be liable to abide by all the rules and regulation formed by the Promoter in that regard;
- (h) The Allottee agrees to observe and perform all the rules and regulations which \_\_\_\_\_ Co - Operative Housing Service Society Limited 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

Flats 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 \_\_\_\_\_ Co - Operative Housing Service Society Limited regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings;

- (i) The Allottee further agrees to pay the 2 years advance maintenance charges as may be 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 \_\_\_\_\_ Co - Operative Housing Service Society Limited and that the rate of such maintenance charges will be proportionate to the carpet area of the respective Flats;
- (j) The Allottee 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 \_\_\_\_\_ Co - Operative Housing Service Society Limited and resolutions that may be passed by \_\_\_\_\_ Co - Operative Housing Service Society Limited from time to time inclusive of the regulations for the use of the said Flat conveyed to the Allottee and the right to use common areas and facilities;
- (k) The Allottee agrees and understand that name of Building shall be "Arise VIBRANT" 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;

- (l) The Allottee 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 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 Flat of the member;
- (n) The Allottee has become entitled to the said Flat 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/Flat holders of other Flat, 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 Flat exclusively and enjoy common areas and facilities subject to their proportionate share of maintenance charges decided by the Promoter and/or \_\_\_\_\_ Co-Operative Housing Service Society Limited as may be payable by them from time to time;
- (o) The Promoter shall allow parking space for Flat holder, however allotment of any additional parking spaces shall be at the sole discretion of the Promoter. The Allottee agrees and understands that there are separate parking areas for the each Flat and the Allottee shall not occupy the parking area other than demarked parking slot for respective Flats. Further, the Allottee agrees and understands that the space for parking of vehicles allotted will be an inseparable

and impartible estate, that is to say that the parking space shall remain attached with the said Flat and that the Flat shall be transferred together with the parking space and that such parking space shall not be transferred separately. It is specifically agreed that shop unit holders shall have to park their vehicles and vehicles of their visitors at parking space in front of shop units. It is agreed that shop unit holders shall have not right of parking in allotted parking area of flats as an arrangement.

- (p)** The parking space shall not be used for any purpose other than parking of private and personal vehicles. The rules, regulations, and discipline as regards to use, matters and things relating to parking by Flat holder/s will be decided by the Promoter and the same shall be binding upon the Allottee herein and other prospective purchasers in the Scheme.
- (q)** The Allottee agrees to use the Flat 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, business or recreational activities and further shall use the garage or parking space only for purpose of keeping or parking vehicle;
- (r)** The promoter shall not have any claim over F.S.I., additional F.S.I. and terrace rights after building use permission has been obtained, such rights if any will be enclosed by the society of buyer.
- (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. The Promoter and/or \_\_\_\_\_ Co - Operative Housing Service Society Limited 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 Flat at Allottee's own cost in good tenantable condition from the date the possession of the said Flat is taken and shall not do or cause to be done anything in or to the said Flat / Building or the said Scheme in which the said Flat is situated, its stair-case 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 Flat is situated and to the said Flat itself or any part thereof;
- (u) The Allottee agrees not to store in the said Flat 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 Flat 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 Flat is situated including entrances of the building in which the said Flat 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 Flat, 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 Flat or in any part of the said Scheme;

- (w)** the Allottee agrees and undertakes that no member or \_\_\_\_\_ Co - Operative Housing Service Society Limited 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 to Pay 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 Flat and maintain the said Flat 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 Flat 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 Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the said Building in which the said Flat is situated and to keep the land, sewers, drains, pipes in the said Flat 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 Flat 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 \_\_\_\_\_ Co - Operative Housing Service Society Limited as the case may be.
- (dd)** the Allottee shall permit the Promoter and/or its Brockers and agents with or without workmen and others at all reasonable time to enter into and upon the said Flat or any part of the building 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 Flat is situated or any part thereof or whereby any in-creased 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 Flat, 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 Flat or out of the building in the event of any civil or other repair work in the Flat 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 Flat in the compound or any portion of the said Project Land and the said building in which the said Flat 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 Flat by the Allottee, viz. user for any purposes other than for permissible purpose;
- (ji)** the Allottee shall be entitled to let, sub-let, transfer, assign or part with the said Flat or part of it with Allottee's interest or benefit factor of this Conveyance or part with the possession of the said Flat only after all the dues payable but not limited to transfer fees by the Allottee to the Promoter and/or \_\_\_\_\_ Co - Operative Housing Service Society Limited 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 \_\_\_\_\_ Co - Operative Housing Service Society Limited and only after obtaining prior written permission of the Promoter and/or \_\_\_\_\_ Co - Operative Housing Service Society Limited as the case may be;

**(kk)** the Allottee shall observe and perform all the rules and regulations, which \_\_\_\_\_ Co - Operative Housing Service Society Limited 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 Flats 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 \_\_\_\_\_ Co - Operative Housing Service Society Limited regarding the occupation and the use of the said Flat 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 \_\_\_\_\_ Co - Operative Housing Service Society Limited.

**(II)** 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 in accordance with the applicable law, 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 \_\_\_\_\_ Co - Operative Housing Service Society Limited, 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 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 Flat 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 Flat, or above/over/around any part or portion of the Flat, 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 Flat 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 Flat.

- (pp)** THAT the Purchaser is also aware that some of the walls of this unit are of single brick thickness, which may not be too much strong. If any damage is caused to such walls due to any act of his neighbors, Purchaser/s is likely to suffer damages. Purchaser agrees that he / she shall not claim it from the Vendor. Purchaser also assure to keep and maintain all walls of the unit in good conditions.
- (qq)** In event of leakage of water from the toilets, bathrooms and kitchen may likely happen in the said unit as well as from the neighboring and upper units. Leaked water / moisture is likely to appear on the walls of the unit and that may deteriorate the painting and plaster on the walls. Purchaser is / are aware that water is a substance which is likely to escape resulting into its leakage. Leakage may be due to various reasons unconnected with construction. Use of Acids for cleanliness, vibration of heavy duty washing machines, mild earthquake jerks, fire, hot water, hard water, rough use, etc are likely to damage pipelines, tiles and their joints. The joints of flooring tiles and wall tiles are also likely to be damaged by such use, any damage in the unit due to leakage of water and its various other bad effects.
- (rr)** That the doors of the units which are made of wood are likely to be swollen during monsoon due to humidity / damp and thereby can cause some hardship to the purchaser. It is due to act of nature. The Purchaser shall not be entitled to claim any damages on that ground. Similarly the purchaser shall not be entitled to recover any damages due to rusting of stoppers etc. as it is usual during monsoon / passage of time.
- (ss)** The Purchaser unconditionally agrees that the Lift facility in this building shall be used as per rules of \_\_\_\_\_ Co - Operative Housing Service Society Limited. It is to be economically

used. The Purchaser as well as his / her / their employee shall not misuse the said lift and will take care about it and co-operate in it. The quality of lift is good. But this is machine and it is no manufactured by the Vendor. Therefore during the use of the lift and even as a result of any defect or otherwise if anyone is injured or receive other damages then \_\_\_\_\_ Co - Operative Housing Service Society Limited or Vendor shall not become responsible for it and purchaser and his / her / their heirs etc shall not demand and shall not be entitled to demand such damages / compensation from the Promoter / \_\_\_\_\_ Co - Operative Housing Service Society Limited.

- (tt) THAT THE Purchaser or his / her / their employee, agents, contractors will not at any timed demolish or cause to be done any additions / alternations / modifications of whatsoever nature to the said property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Unit, building or the neighboring Unit. The Purchaser shall not be permitted to put up anything or encroaching of passages or lounges or balconies or veranda's or make any alterations in the elevations and outside colour scheme of the property (including shutters) acquire by him / her / them.
- (uu) The Allottee 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 Flat and the Allottee 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.
- (vv) 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.

- (ww) 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 \_\_\_\_\_ Co - Operative Housing Service Society Limited of Members may refuse to grant such permission for transfer of rights under this Deed of Conveyance without assigning any reasons thereof;
- (xx) The Allottee and their assignees hereby admit that promoter shall not held liable for any loss of life or property due to any natural calamities or artificial events as building use permission has been issued by authority. The Allottee and their assignees are responsible to pay all kind of taxes for their property from the date of building use permission.
- (YY) If any provision of this deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**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 Flat to the total carpet area of all the Flat 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 statutes 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 statutes, 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. In event of any contradiction to the terms and conditions mentioned hereinabove with the relevant acts, rules and statutes, the terms mentioned in such relevant acts, rules and statutes shall be binding to the Promoter as well as the Allottee.

**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 aforesaid act for the transfer or conveyance thereof under this Deed.

**AND THAT** The lump sum purchase consideration of the said Flat is exclusive of the taxes, levies chargeable by Central / State 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 transaction 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 Purchaser has clearly understood and agreed that the Unit-Holders of Unit No. \_\_\_\_\_ have got ingress and outgress to the open terrace above shops of the scheme, the same way Unit holders of Unit No. \_\_\_\_\_ have got ingress and outgress to the open terrace above units of \_\_\_\_\_ Floor. Such terrace holders shall not entitled to make construction or fabrication shed on said terrace and such terrace is to be used as open terrace only. The Purchaser agrees and confirms the said condition and in future the Prospective Purchaser will not make any dispute or demand for the said permanent arrangement. The Unit-Holders of such terrace rights shall allow the First Party / Maintenance Society to use the terrace for any utilities repairs and he / she / they is / are not entitled to raise any objection for the same.

**AND THAT** the Lump sum purchase consideration includes taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and cess. The Allottee further agrees and undertakes that he shall not raise any claim in future of any nature seeking refund, set-off, rebate towards payments made to Promoter in by way of Value Added Tax, Service Tax, GST and cess.

**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 Flat.

**AND THAT** Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which 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.

**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.

**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)**

All that piece and parcel of non-agricultural lands situate, lying and being at Mouje: Chharodi, Taluka: Ghatlodia, District: Ahmedabad & Sub-District - Ahmedabad - 8 (Sola), bearing (a) Block No. 102 admeasuring 7487 sq.mtrs. & (b) Block No. 103 admeasuring 10218 sq.mtrs. totally 17705 sq.mtrs. comprised in Town Planning Scheme No. 57 (Ognaj - Gota - Jagatpur - Chharodi - Khodiyar - Khoraj) by Final Plot No. 159 admeasuring 10623 square meters, the said land is bounded as follows:-

On or towards East by : Land of Final Plot No. 214

On or towards West by : T. P. Road

On or towards North by : Final Plot No. 157

On or towards South by : Final Plot No. 160 & 161

**SCHEDULE– II ABOVE REFERRED TO**

**(Particulars of the said Flat)**

All that Residential premises/Flat **bearing No.** \_\_\_\_\_, admeasuring approximately \_\_\_\_\_ **square feet** equivalent to approximately \_\_\_\_\_ **square meters** (total carpet area) on the \_\_\_\_\_ **Floor** in Block - " \_\_\_\_\_ " of the Scheme known as “ **ARISE VIBRANT** ” constructed on the

said Project Land to the Allottee and together with undivided proportionate share of \_\_\_\_\_ sq.mtrs. in project land and title in the common areas on the said Project Land 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:

**Flat 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)**

\_\_\_\_\_  
⇒ SILVERSTONE BUILDCON, A Partnership Firm  
Through its authorized Partner  
**Mr. AMITBHAI SHANKARBHAI PATEL**

**In the presence of:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Photograph/s of Said Unit

|                                 |                                                             |
|---------------------------------|-------------------------------------------------------------|
| <b><u>POSTAL ADDRESS OF</u></b> | <b>ARISE VIBRANT</b> , B/h. Lotus Temple                    |
| <b><u>PROPERTY</u></b>          | Opp. Nirma University, S.G.Highway,<br>Chharodi, Ahmedabad. |

|                               |                                   |
|-------------------------------|-----------------------------------|
| <b>(FIRST PARTY - VENDOR)</b> | <b>(SECOND PARTY - PURCHASER)</b> |
|-------------------------------|-----------------------------------|

⇒ M/S. SILVERSTONE BUILDCON

A Partnership Firm through its  
authorise signatory :-

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**Mr. AMITBHAI SHANKARBHAI PATEL**

Photograph/s of Said Unit

**POSTAL ADDRESS OF :-**      **ARISE VIBRANT**, Near Safal Vivan  
**PROPERTY :-**                      Bungalows, Gota, Ahmedabad.

**(FIRST PARTY - VENDOR)**                      **(SECOND PARTY - PURCHASER)**

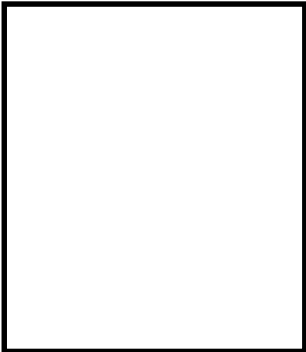
⇒ M/S. SILVERSTONE BUILDCON

A Partnership Firm through its  
authorise signatory :-

\_\_\_\_\_

**Mr. AMITBHAI SHANKARBHAI PATEL**

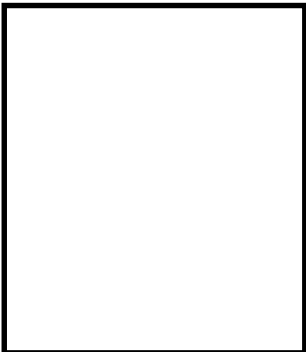
**ANNEXURE**  
**UNDER THE PROVISIONS OF U/S 32(A) OF REGISTRATION ACT**  
**(PROMOTER - VENDOR - FIRST PART)**



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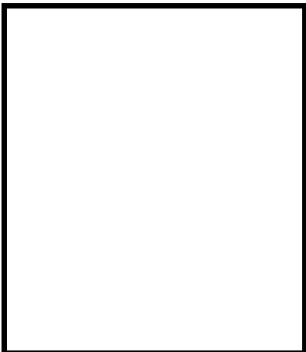
⇒ **SILVERSTONE BUILDCON, A Partnership Firm through its  
authorized Partner Mr. AMITBHAI SHANKARBHAI PATEL**

**(ALLOTTEE - PURCHASER - SECOND PART)**



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**(1)** \_\_\_\_\_



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**(2)** \_\_\_\_\_