

[1]

Project Registration No.

**ORIGINAL
DEED OF CONVEYANCE**

Residential property bearing Unit No. _____ Unit Type _____ on the scheme known as “NAND VIHAR -3” situate at Mouje Palanpur, Taluka Palanpur, District Banaskantha, on the land bearing City Survey No. NA1169 ward Palanpur (allotted in lieu of Revenue Survey No. 1169 of mauje Palanpur).

THIS **DEED OF CONVEYANCE** made at Palanpur on this ____ day of
in the Year Two Thousand and _____:

BY AND BETWEEN:

(1) ANJANA BABUBHAI JIVABHAI (PATEL) (PAN No. AVJPP 8362 L), (AADHAR NO. 9355 0955 9371), Adult, Hindu, residing at: Uttampura (Dangiya), Tal. Dantivada, Banaskantha (Being owner of the 40% undivided share in the scheduled land)

(2) PRAVINBHAI JIVABHAI CHAUDHARY (ANJANA) (PAN No. AUIPG 5276 G), (AADHAR NO. 3097 4674 5700), Adult, Hindu, residing at: 70-Kh, Patel Vaas, Uttampura (Dangiya), Ta. Dantivada, Banaskantha, (Being owner of the 40% undivided share in the scheduled land)

(3) PRAJAPATI HARSHADBHAI SHIVRAMBHAI (PAN No. ATCPP 5437 D), (AADHAR NO. 7038 5324 9612), Adult, Hindu, residing at: Sheri No. 4, old Lakshmipura, Ta. Palanpur, Dist. Banaskantha, (Being owner of the 10% undivided share in the scheduled land)

(4) RAJENDRABHAI SHIVRAMBHAI PRAJAPATI (PAN No. AICPP 1193 P), (AADHAR NO. 7576 5529 2598), Adult, Hindu, residing at: 23-Rajvi Bungalows-2, Juna Lakshmipura, Tal. Palanpur, Dist. Banaskantha, (Being owner of the 10% undivided share in the scheduled land)

No 1 & 4 hereabove hereinafter referred to as **“THE OWNER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors, heirs, assigns and co-parcenor of their HUF) of the **First Part**;

GUDOL INFRABUILD PRIVATE LIMITED (CIN: U70109GJ2021PTC127380), (PAN: AAJCG4179L) a private limited

company incorporated under the provisions of ‘The Companies Act, 2013’ having its registered office at F-2, Apple Plaza, Opp. Madhuvan Flat, Gobri Road, Palanpur, Dist. Banaskantha represented by its Director **BABUBHAI JIVABHAI PATEL**, having **AADHAR: 9399 0955 9371**, hereinafter called “**THE PROMOTER/THE DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof mean and include the shareholders, directors, assigns or administrators for the time being of the company, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their assigns) of the **Second Part**;

AND

Mr. / Mrs. / Ms. / M/s. _____ (PAN No. _____, AADHAR: _____) and Mr. / Mrs. / Ms. / M/s. _____ (PAN No. _____, AADHAR: _____) residing at / having its Office/Registered Office at: __ hereinafter referred to as "**THE PURCHASER**" [which expression shall unless repugnant to the context or meaning thereof mean and include (in case of individual) his/her heirs, legal representatives, executors, successors, administrators and assigns; (in case of HUF) members of the HUF as at present and from time to time and their respective heirs, executors, successors and permitted assigns; (in case of Trust) Trustees, beneficiaries and office bearers as at present and from time to time; (in case of Proprietorship firm) the heirs and legal representatives, executors, successors, administrators and assigns; (in case of Partnership firm) partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of Company) successors and permitted assigns; (in case of Corporation) successors and assigns]; of the **Third Part**;

The Owner, the Promoter and the Purchaser are hereinafter individually

referred to as “**Party**” and collectively referred to as the “**Parties**”;

WHEREAS the Owner seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of Non Agriculture (multipurpose) open land situate, lying and being at City Survey No. NA1169 of ward Palanpur (NA) allotted in lieu of Revenue Block/Survey No. 1169 (old Block/Survey No. 942+943/5), admeasuring 9975 sq. mtrs. open land area, Mauje Palanpur, Taluka Palanpur, Dist. Banaskantha (Hereinafter referred to as the “**Said Land**”)

AND WHEREAS the Owner have received Development Permissions granted by the Palanpur Area Development Authority, and have got its layout plans and other plans approved vide Development Permission bearing no. 1016LD21220157 dated 11/03/2022; etc. (Hereinafter collectively called “**Approvals**”);

AND WHEREAS by a Development Agreement dated 24th March, 2022 registered with the office of the Sub Registrar of Assurance – Palanpur on Dt. 24th March, 2022 vide Reg. No. 3243 being executed between (1) Anjana Babubhai Jivabhai (Patel) (2) Pravinbhai Jivabhai Chaudhary (3) Prajapati Harshadbhai Shivrambhai and (4) Rajendrabhai Shivrambhai Prajapati of the One Part as Land Owners and the Promoter of the Other Part as Developer (hereinafter referred to as "the Development Agreement"), the Land Owners have appointed the Promoter as Developer and granted to the Promoter development rights to development and construction on said Land lying and being at Mouje Palanpur, Taluka Palanpur, in the District of Banaskantha and Registration Sub-District of Palanpur bearing Block/Survey No. 1169 (old Block/Survey No. 942+943/5), admeasuring 9975 sq. mtrs. open land area more particularly described in **SCHEDULE-I** hereunder written (hereinafter referred to as “the Project Land” or “Land”) and to

construct thereon residential Units and to market and dispose of the same in accordance with the terms and conditions contained in the said Development Agreement.

AND WHEREAS the Promoter has developed residential scheme of Units and related infrastructure known as “**NAND VIHAR-3**” (hereinafter referred to as “**the Said Scheme**” or “**Project**”) on the Project Land.

AND WHEREAS the development and construction plans for the Said Scheme are sanctioned by the Palanpur Area Development Authority (PADA) as per its Development Permission bearing no. 1016LD21220157 dated 11/03/2022 for construction of residential Units.

AND WHEREAS The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Gujarat Real Estate Regulatory Authority at Gandhinagar, on_____,under registration No.____;

AND WHEREAS, the Competent Authority has granted the Building Use Permission bearing reference no.____DT:_____, usage no. _____dated_____;

AND WHEREAS a Society of the name “_____.”, registered on____, under No._____(Hereinafter referred to as the “Society” or “Service Society”) is formed as envisaged under the Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred to as the “**said Act**”) and to hold the common areas with land, and for the operation and the maintenance of common amenities, facilities, services, infrastructure and common area (hereinafter referred to as the “**Assets of Common Use**”) of the Said Scheme and the purchasers of Units in the Said Scheme shall be the

members of service Society and shall be bound by the rules and regulations thereof. The Service Society for all purposes of the said Act, if required, shall be treated as Association of Purchasers with the rights and obligations as per said Act; (if formed)

AND WHEREAS as per Booking Agreement/Agreement for Sale, dated _____ and Supplementary Agreement / Letter to the booking agreement(if any)(hereinafter collectively referred to as “**Booking Agreement**”) entered into by and between the Promoter and the Purchaser, the Promoter has agreed to allot and sell the Unit no. _____ Unit type _____ having carpet area admeasuring _____ Sq. Yards.equivalent to _____ Sq. Mts. and “balcony/verandha 1” having area admeasuring _____ Sq. Yards (equivalent to _____ Sq. Mtrs.), “balcony/verandha2” having area admeasuring _____ Sq. Yards (equivalent to _____ Sq. Mtrs.),and “open terrace/wash area” having area admeasuring _____ Sq. Yards (equivalent to _____ Sq. Mtrs.) forming part of the Unit and also exclusive right to own, occupy and enjoy the plot land beneath and adjacent such Unit admeasuring _____ Sq. Yards (equivalent to _____ Sq. Mtrs.), together with the undivided proportionate share in the common areas admeasuring _____ Sq. Yards (equivalent to _____ Sq. Mtrs.), (hereinafter referred to as the “**Unit**” or “**the said Unit**”), which Said Unit is more particularly described in **Schedule II** hereto, and the Purchaser has agreed to purchase and acquire the Said Unit at or for the price or consideration and upon the terms and conditions and covenants contained therein;

AND WHEREAS the Purchaser has, prior to the execution of these presents, perused, studied and examined to his satisfaction, details of title of the Said Scheme described in the Schedule herein, said Development Agreement, Order, Regulatory Provisions, Sanctioned Development Plans, specifications and designs of the Said Unit and the Said Scheme, Common

Areas and all other relevant and related matters and things and that he has inspected the site of the Said Scheme and has acquainted and satisfied himself with the same and the Purchaser has also seen the construction of the Said Unit and the Said Scheme in general and satisfied himself that it is in accordance with the plans, specifications and design and detailed drawings;

AND WHEREAS having satisfied and accepted the same, the Purchaser approached the Owner and the Promoter to allot and sell to him /her/them and the Owner and the Promoter has agreed to allot and sell the Said Unit to Purchaser, and the Purchaser has agreed to purchase from the Owner and the Promoter, the Said Unit in the Said Scheme and has paid to the Promoter the sale consideration and have requested the Owner and the Promoter to execute Deed of Conveyance which the Owner and the Promoter has agreed to do, subject to various regulations of service society and other applicable laws, and in the manner appearing hereinafter;

AND WHEREAS the Owner and Promoter shall be collectively referred to as the "Owner Promoter". This expression "Owner Promoter" shall apply to Owner and Promoter jointly and severally in their respective capacity as Owner of Project Land and Promoter of the Said Scheme respectively.

**NOW THIS DEED OF CONVEYANCE WITNESSES HAS STATED
HEREAFTER:**

A. In consideration of premise and in further consideration of Booking Agreement and in further consideration of Rs. _____/- (Rupees _____ only) paid by the Purchaser to the Promoter as described in "**Annexure-A**" full consideration of the Said Unit (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and exonerate the Purchaser forever), the

Owner Promoter doth hereby allot, grant, convey, assure, release and transfer, and has put the Purchaser in vacant and peaceful possession of the Said Unit in the Said Scheme of “NAND VIHAR - 3” together with related non-specific, undivided, impartible, indivisible and variable interest in the Land of the Said Scheme, situate, lying and being at Mouje Palanpur, Taluka Palanpur, District Banaskantha and Registration Sub-District of Palanpur and the Said Unit is more particularly described in **SCHEDULE-II** hereunder written;

TOGETHER WITH a right of enjoyment of Assets of Common Use of the Said Scheme of “NAND VIHAR 3” to be enjoyed and used by the Purchaser jointly and in common with other purchasers of Units in the Said Scheme, which have been common for all the Unit holders and for which a Service Society shall be responsible for the administration of Assets of Common Use and the Purchaser hereby agrees to be bound by the rules and regulations thereof;

AND TOGETHERWITH rights, privileges, advantages and appurtenances whatsoever to the Said Unit belonging or in anywise appertaining to or with the same or any part thereof now usually held, used, occupied or enjoyed or reputed or known as part thereof or appurtenant thereto;

UNTO and to the benefit of the Purchaser forever subject to all assessments, rates, duties or any other dues whenever assessed and chargeable upon the same or which may become payable in respect thereof from the date of these presents to the Central Government, State Government and the local authority as also to the Service Society and subject to other stipulations, terms, conditions, covenants, limitations and restrictions herein (Collectively “**Provisions**”), running with the Said Unit;

AND THAT the Owner Promoter hereby for themselves, their executors, administrators and assigns covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Owner Promoter or any person or persons lawfully or equitably claiming or to claim by, from, under, through or in trust for the Owner Promoter or any one or more of them made, done, committed or omitted or knowingly suffered to the contrary, the Owner Promoter have in themselves good right, full power and absolute authority to allot, grant, convey, release and assure Said Unit, unto and to the use of the Purchaser exclusively in the manner aforesaid subject however to the regulations of the Said Scheme and the Service Society in ingeneral;

AND THAT the Purchaser shall at all times hereafter peacefully and quietly enter upon, occupy, possess and enjoy the Said Unit and receive profits and benefits thereof and of every part thereof unto and for his own use and benefits without any suit, eviction, interruption, claim or demand whatsoever from or by the Owner Promoter and/or their successors, assigns, or any one or more of them or any person or persons lawfully or equitably claiming or claim by, from, under, through or in trust for the Owner Promoter or any of them and the Purchaser shall however hold, occupy and own the Said Unit subject to the Provisions herein;

AND THAT free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Owner 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 had made, executed, occasioned or suffered by the Owner Promoter or by any other person or persons lawfully or equitably claiming or to claim by, from, under, through or in trust for the Owner Promoter, the Owner Promoter shall and will fromtime to time and at all times hereafter at the request and cost of the Purchaser do and execute and caused to be done

and executed all such further and other matters and things as may be reasonably required to give more legal effect to the Conveyance herein, and if Owner Promoter is satisfied about the same, subject however to the regulations of the Said Scheme in general.

**B. AND THE PURCHASER HEREBY AGREES AND COVENANTS
WITH THE OWNER - DEVELOPER THAT:**

1. Purchaser has verified the area of the Said Unit and land and have found the same as correct to his satisfaction and has agreed and understood that the Said Unit is in accordance with the design, plans and specifications. The layout plan of the Said Unit has been annexed as “**ANNEXURE-B**” and the Said Scheme Plan has been annexed as “**ANNEXURE-C**”.
2. Purchaser shall be entitled to the Said Unit which is a part of the Said Scheme of “NAND VIHAR - 3”, and that the Assets of Common Use to be enjoyed in common with the purchasers of other Units in the Said Scheme. The Purchaser herein shall own and occupy the Said Unit subject to the additional charges and maintenance payable in respect thereof and shall also be bound by the rules and regulations as may be framed from time to time by the Service Society, as also by the Owner Promoter, concerning with the administration of Assets of Common Use, Infrastructure and generally.
3. The Purchaser has agreed to be bound by the regulations of service society formed and to be bound by the conditions, obligations, limitations and restrictions attached to Approvals, and any other terms and conditions which may be issued by the Owner Promoter and has further agreed that whenever the Said Unit is to be transferred by him or otherwise, his successors and assigns would be bound by such

conditions specified in Undertaking.

4. The Purchaser may sell, transfer or encumber the Said Unit with the written prior approval and no objection obtained from the Service Society and Owner Promoter. Such approval / no objection will be granted subject to such conditions and restrictions as may be imposed and on payment of Transfer Fees and other charges as may be fixed, and provided (i) there is no pending default or breach of any of the provisions of this Conveyance, (ii) there are no outstanding amounts payable by the Purchaser to Service Society, Owner Promoter or on any other account whatsoever as per applicable Provisions herein, and (iii) provided any such transaction is not violative of service society and also generally not violative or prohibited by any provisions or rule of law.
5. The Purchaser agrees to pay the charges for maintenance of the common Infrastructure and Assets of Common Use and other payments under the applicable Provisions regularly, irrespective of whether the Purchaser has commenced the use or not.
6. The Purchaser shall use or permit to be used the Said Unit or any part thereof only for residential purpose and the Purchaser shall not use or permit to be used Said Unit or any part thereof for commercial purpose, including without limitation, hotels, restaurants, eatery, dairy, club, gymkhana, consultation, nursing home or hospital, laboratory, video game parlor, beauty parlor, cyber cafe, tuition and coaching classes, sports activity center, Paying Guest facility, garage, services and repair of vehicles, office of the trade union or political parties.
7. The Purchaser shall not use or permit to be used Said Unit or any part thereof for any illegal or unauthorized activity or any activity which is

unlawful and illegal under any state or central legislations for the time being in force. The Purchaser shall perform and observe strictly the provisions and rules and regulations of the Said Scheme and shall also observe and perform the laws for the time being in force.

8. The Purchaser agrees and undertakes that if any additions or modifications or alterations in or about or relating to the Said Unit are hereafter required to be carried out by the Government, District Panchayat, PADA, Nagarpalika, Town Planning Authority, Authority under the Regulatory Provisions, or any statutory authority, the same shall be carried out by the Purchaser at his own costs and the Owner Promoter shall not be in any manner liable or responsible for the same.
9. The Purchaser shall at no time demand partition of his interest in the Said Unit or the Said Scheme. It being agreed and declared by the Purchaser that his interest is impartible.
10. The Purchaser shall have no claim with respect to any part of the Said Scheme save and except in respect of the Said Unit conveyed to it.
11. The Purchaser agrees and undertakes that he shall not do anything which may be or become a nuisance to the other Unit holders or which may prejudicially affect the rights of the Owner Promoter.
12. The Purchaser agrees and confirms that he shall permit the Owner Promoter / Service Society and their surveyors and agents with or without workmen and others at all reasonable times to enter into or any part of the Said Unit and for the purpose of repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, or other

conveniences from Common Areas being used for the Said Scheme and also for the purpose of laying down, maintaining, repairing, reconstructing and testing drainage, gas and water pipes and electric wires and for similar purposes.

13. The Purchaser further covenants with the Owner Promoter that the Said Unit is completed by the Promoter as per the plans, design and specifications thereof in accordance with Development Permission and other permissions and shall not ask for any further Floor Space Index (FSI) for the Said Unit conveyed to him hereunder and shall not be entitled to carry out any further construction and shall not make any alteration or changes in construction or design thereof.
14.
 - a) The Purchaser has checked, verified and is satisfied that the Said Unit is duly complete in all respect, and in a good, proper and complete condition with fixtures, fittings, electrical wiring and other required amenities, facilities, utilities and services as per the plans, specifications and designs approved by the Purchaser.
 - b) The Purchaser is satisfied about the title of the Owner Promoter, and has accepted the same. The Purchaser shall not be entitled to raise any special or general requisitions on title, nor the Owner Promoter shall be under any obligation to answer or satisfy the same.
15.
 - a) The Purchaser has been given the Said Unit only. The Owner Promoter have made aware the Purchaser that they are proposing to dispose of the other Units in the Said Scheme to different other persons. The Owner Promoter shall have right to dispose of these other Units and premises in such manner and on such terms and conditions as the Owner Promoter may deem fit.
 - b) The expression "Said Unit" given to the Purchaser herein shall be

read, understood, interpreted and implemented with the spirit and intention the construction thereof and covered useable space thereof for their use, occupation and enjoyment, and to reside thereat / therein subject to other provisions herein.

16. Any part of the Said Scheme (except Said Unit) interior or exterior, open areas, open spaces, walls, etc. may be used or allowed to be used for advertisement, hoardings, neon sign lights, display, etc. to any person for any consideration and manner as Owner – Developer may deem fit.
17. The Purchaser hereby confirms and records that he has no complaint or grievance for the quality and materials used in the construction of the Said Unit and the Said Scheme in general, and measurement of the Said Unit.
18. The Purchaser is aware, and Purchaser has also agreed and accepted that the said consideration as mentioned in ANNEXURE-A paid by the Purchaser to the Promoter is one composite consideration or price for the Said Unit and related rights and interest conveyed or given herein.
19. The Purchaser is not entitled for any separate estimate or bill of land contribution, construction contribution or any other separate detailed particulars of the amount paid as price – consideration – contribution. However, the Promoter for its purpose may account for the same under such different heads of the Project as it may deem proper.
20.
 - a) There is no other consideration for the Said Unit not appearing on record, paid or agreed to be paid by the Purchaser to the Promoter.
 - b) The Purchaser has obtained receipts for all the amounts paid to the

Promoter /Service Society. Similar receipts shall be obtained for any payments in future. No claim for any payment shall be valid, save and except in respect of which the Purchaser has obtained such receipts.

21. The Purchaser confirms and accepts that there is no delay in the execution of the work, cause thereof attributable to the Owner Promoter.
22. The Said Scheme shall be subject to over- all authority and control of the Owner Promoter for all or every matters concerning the same and all common development, amenities, facilities, services and infrastructure therein, until the scheme is fully and finally complete, all the Units and Premises are sold and handed over by the Owner Promoter to the respective purchasers, all the amounts to be received by the Owner Promoter from the Said Scheme and the purchasers in the said Project-Scheme are fully and finally received.
23. The Purchaser shall have no claim with respect to any part of the Said Scheme, parking, common amenities, open lands, common open areas, all Floor Space Index (FSI) balance - surplus, future, available by purchase from authority, floating, transferable or otherwise, right to put up construction in future passages and all and every other areas and spaces, all amenities, facilities, services and utilities, save and except the Said Unit and minimum conveniences required for use, occupation and enjoyment thereof.
24. It is hereby agreed that the Purchaser shall not put any Board on the Said Unit except as per the place, size and colour of the same shall be as may be fixed by the Promoter/ Architect of the Said Scheme.

25. a)The Purchaser shall not make any temporary or permanent additions or alterations in the structure of the Said Unit, nor shall do anything which may cause damage or which may weaken the structure of the Said Unit ,like slab, columns, beams, load bearing walls, etc. Similarly, the Purchaser shall not cover the balcony nor shall put up any shed or any other temporary or permanent construction in the terrace. The Purchaser shall not do anything which will not give or distort proper decorum and decency to the Said Unit and change the outside view of the Said Unit.
26. The Purchaser shall not make any repair, maintenance or permit additions or alterations or interior design or decoration in the Said Unit in a manner that it may cause damage or harm or spoil the common amenities and infrastructure and the same shall be carried out generally in a manner that it does not cause nuisance, annoyance or inconvenience to other occupiers, and during reasonable hours of the day.
27. The Purchaser shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Unit or for the purpose of repair of any part of the Said Unit.
28. Any delay in enforcing the terms and conditions herein shall not be considered as a waiver on the part of the Owner Promoter or Service Society.
29. The scheme shall always be known as “NAND VIHAR - 3” and this name shall not be changed in any circumstances.
30. The Said Unit shall be used, occupied and enjoyed by the Purchaser as

one Unit and the Purchaser shall not divide or sub- divide the same for use as more than one Unit. It has been specifically agreed that the main door and other opening by way of doors, window or otherwise in the Said Unit shall not be changed, altered in colour, size or location. No other door, window or opening shall be made other than as proposed.

31. The Purchaser specifically covenants with the Owner Promoter as follows:-
 - a) The Purchaser of the Said Unit will not use or permit to be used or cover the common open areas, spaces, margin lands, etc. for waiting, storage or keeping any articles or things.
 - b) Notwithstanding other provisions herein, any arrangement worked out by the Owner Promoter / Service Society/ for or in the matter of Common Infrastructure and parking, terrace/s and of the common amenities, facilities, services and infrastructure and Assets of Common Use of the Said Scheme, Common Maintenance, the rules and regulations regarding use, occupation and enjoyment of the same, and to hold, use, utilize, handle, etc. the Common Maintenance Deposit or future Maintenance Charges and other matters and things of common interest shall be binding upon the Purchaser here in and other purchasers of the Units/ premises in the scheme.
 - c) The Purchaser agrees that in respect of any remittances, acquisition / transfer of the Unit, any refund, transfer of security deposit, etc. made by him, attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Purchaser, and all concerned. The Owner Promoter accepts no responsibility in respect thereof.

- d) i) In case the Purchaser is joint, consists of more than one, the permission of the usage of the Assets of Common Use by the other joint Purchaser will be through the First of such joint Purchaser, and shall not be independent or separate.
 - ii) All consents, confirmations etc. if and when required of the joint purchaser, the same shall be deemed to have been sufficiently given and received from the first of such joint purchaser. However, it has been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of all the joint purchasers shall be required.
 - iii) Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint purchasers. All notices, communications etc. may be addressed by the Owner Promoter to the first of such joint Purchaser.
- e) i) All balance – surplus, future, available by purchase from the authority, floating, transferable or any FSI available in respect of the entire Scheme Land (other than referring to Said Unit) as at present and from time to time and the Project shall belong to and will be of ownership of the Scheme Members jointly in their undivided proportionate share only and may be used, utilized, dealt with or disposed of as members may deem fit.
 - ii) The promoter shall not have any claim over additional future F.S.I., terrace and common area rights after building use permission has been obtained. Such rights if any will be enclosed by the society of buyer.
 - iii) The Purchaser shall not raise any objection or cause any hindrance in the development/construction by the Owner Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Premises or any other part of the project are

affected, reduced, limited, restricted or denied. The Purchaser hereby agrees to give all the facilities and assistance that the Owner Promoter may require from time to time, but at the cost and expenses of the Owner Promoter, so as to enable the Owner Promoter to complete the development in the manner that may be determined by the Owner Promoter. It is expressly agreed by the parties that the Owner Promoter is and will solely be entitled to dispose of their respective benefit of the additional premises that may be constructed by them as aforesaid.

f) The Purchaser has agreed that for the purposes of sub- clause (e)above and other applicable provisions herein, the Owner Promoter may prepare such revised layouts, development plans, construction plans, detailed drawings, etc. (**“Plans and Specifications”**) as Owner Promoter may deem fit and proper, and make application, sign other papers and writings, do all acts, deeds, matters and things to obtain sanction / approval from concern Development Authority/ Nagarpalika/ Municipal Corporation and other concerned authorities. The Purchaser hereby appoint and authorize Owner Promoter to act through any of its authorized person to make, sign, execute plans and specifications, applications, sign other papers and writings and do all such matters and things in his(Purchaser) name and on his (Purchaser) behalf as Owner Promoter may require, may deem fit and proper or convenient or as concerned authorities may require.

g) i)The Purchaser will be entitled to related right in the Land subject to and in the manner as per applicable provisions ofthe said Act.

The Purchaser herein shall not raise any dispute or objection or challenge for all these and any attempt to do shall be null and void.

ii) In case of any additional construction that may be put up as per right, power and authority reserved herein, the related right/interest

in the Land to belong to Purchaser shall stand automatically reduced in proportion to such additional construction. Accordingly, related interest in the Land, of Purchaser is variable, non-specific and subject to reduction.

- h) The said price – consideration – contribution paid by the Purchaser as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses present and future in respect of these presents and in respect of any further or other documents that may be made and executed or required to be made and executed or called upon to be made and executed; all taxes and charges of every description whatsoever relating to past, present or future levied, charged or imposed by State Government, Central Government or by any authority whatsoever under any law, including without limitation revised NA charges, GST, labour welfare, value added tax, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by the Purchaser. They will be paid immediately upon demand made by the Owner Promoter/ Service Society. The amount as may be fixed proportionately by the Owner Promoter for or towards the same shall be final, conclusive and binding upon the Purchaser.
- i) The transaction covered herein at present may become liable to tax under any direct or indirect tax laws or similar other laws. If by reason of any amendment to the constitution or enactment or interpretation or amendment of any other law, Central or State, on account of change in legal position, this transaction is held to be liable to tax, either as a whole or in part or for any inputs of materials or equipment used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser on demand at any time, and if required,

the same shall be apportioned between the purchasers.

- j) The Purchaser has verified and satisfied that the Promoter has used all the materials, articles, goods, etc. of very good quality and standard. However, the Purchaser is aware that water is a substance which is likely to escape, resulting into its leakage and the leakage of water from the toilets, bathrooms and kitchen is also likely to happen in Said Unit. Leaked water / moisture is likely to appear on the walls of Said Unit and that may deteriorate the painting and plaster on the walls. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser agrees that the Promoter / Service Society shall not be liable for any repair or damage in the Said Unit due to leakage of water and its various other after effects. The Purchaser agrees that he shall be bound to undertake repair work at his own cost and such matter relating to seepage or leakage of water shall generally be attended by the Purchaser.
- k) The Purchaser has verified and satisfied that the Promoter has used all the materials, articles, goods etc. of very good quality and standard. However, the Purchaser is aware and has accepted that due to changes in weather / temperature or due to rain / heat, the wooden frames of doors / windows and other wooden goods / materials used in the Said Unit may be swollen and the Purchaser may face some hardship or difficulty and may have adverse effect due to this. The Purchaser has also agreed that, there will be some rusting on metal items, like stoppers, grills, fixtures and fittings, etc. and these all can happen due to changes in weather / temperature and/or humidity and the Purchaser shall not be entitled to claim and recover any damage or compensation from the Promoter on such account.

- l) It has been agreed that the Owner may make any additions, omissions, alterations, modifications, etc. in Project Infrastructure, FSI, in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Purchaser. Such changes, modifications, alterations, etc. shall be binding upon the Purchaser and to that extent the terms and conditions, rights and obligations of the Purchaser under this Deed of Conveyance shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not materially prejudicially effect the right of the Purchaser with respect to the Said Unit and the Scheme.
- m) The right and interest of the Purchaser is limited and restricted to the Said Unit and to Floor Space Index referring to construction of such Unit and related proportionate right in the Scheme Lands in proportion to such FSI.
- n) The Purchaser is made aware and has perused, studied and understood the constitution of the Service Society, rules and regulations thereof, and the resolutions, decisions, etc. taken or adopted from time to time, since inception and incorporation thereof till date. The Purchaser is satisfied, and accept and confirm the same without any reservation, limitation or restriction whatsoever, and shall not be entitled to dispute, challenge or object the same. Generally, the Purchaser shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations, decisions and resolutions of the Service Society past, present or future, generally.
- o) It will be the sole obligation of the Purchaser to insure the Said Unit against all available insurance risks for an amount equal to the market / replacement value of the Said Unit, to pay every insurance

premium regularly and if demanded by Owner Promoter / Service Society for the security of neighborhoods to produce the insurance policy/policies or certified copies thereof as well as the receipts for the paid insurance premium to Owner Promoter Service Society from time to time as requested by Owner Promoter /Service Society.

- p) The common areas will be handed over to Service Society, at the appropriate time after the Project is completed and when all the premises are disposed of and all the amounts thereof are recovered by the Owner Promoter. At the time of registration of conveyance of the common areas (if required), the Purchaser shall pay all expenses related thereto including his share of stamp duty, registration charges and other costs payable, on such conveyance or any document or instrument of transfer in favour of such entity that may be required under the said Act, rules, regulations framed thereunder or otherwise under the terms hereof.
- q) In future, if on account of any true meaning and interpretation of this Conveyance and transaction, or any order or judgment of the court or any authority, or amendment in law, or issue of any clarification, circular, notification etc. by any court / authority / Government under any law, further documentation work if required, any tax, duty, charges, penalty etc. of any nature becomes payable or to be spent by Purchaser, Owner Promoter/Society the same shall be borne and paid and spent by Purchaser, and if recovered from Owner Promoter or Society, the Purchaser shall reimburse the same immediately on demand.
- r) Notwithstanding anything, the Society will have all rights, remedies, obligations, functions and duties as envisaged and required and available under the said Act.
- s) If any provision of this Conveyance shall be determined to be void

or unenforceable under the said Act, such provisions of this Conveyance shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance and to the extent necessary to conform to the said Act as the case may be, and the remaining provisions of this Conveyance shall remain valid and enforceable as applicable at the time of execution of this Conveyance.

32. All the terms, conditions, provisions, stipulations, covenants (Collectively “**Stipulations**”) contained in Booking Agreement, not incorporated herein, or not otherwise dealt with herein shall be deemed to be the integral part of this Conveyance, as if incorporated herein. However, if any matter or thing herein is different or inconsistent with any of such Stipulations, what is recorded and agreed upon herein is final and shall prevail.
33. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to the aforesaid.
34. The Purchaser has specifically agreed to indemnify and keep indemnified the Owner Promoter in respect of what has been agreed, confirmed, represented and covenanted by the Purchaser as aforesaid, and in respect of any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any dispute, challenge, breach, violation, delay or default concerning the same by the Purchaser.
35. The Promoter has declared and announced its scheme by issuing brochures and pamphlets and also inserting advertisements in

newspaper and publishing in other manners and also inviting applications or proposals for purchase from prospective purchasers. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised, etc. as aforesaid, what is agreed upon and recorded herein shall prevail.

36. The Purchaser has specifically agreed and undertaken as follows:-
- a) The Purchaser has required eligibility to become member and share holder of the Service Society as per bye-laws, rules and regulations and resolutions of the Service Society, and shall be required to become member and share holder of the Service Society, and shall be bound by all past, present and future rules, regulations, decisions, policies, guidelines, resolutions, etc. of the Service society.
 - b) The Said Unit will be treated as held by the Purchaser similar to as member and share holder of the Service Society.
 - c) The Purchaser will be admitted and enrolled as regular member of the Service Society upon the Scheme / Project is fully and finally implemented, all Units / Premises thereof have been sold and disposed of and all the amounts and revenues to be recovered from Scheme / Project by Promoter and agencies claiming under it are fully and finally recovered. However, until then the Purchaser will be bound by all obligations same and similar to as member of the Service Society.
37. The Purchaser, as the context may require, shall also include his representatives, tenant, licensee, occupiers, visitors, authorised persons, successors, assigns and all and every other person or persons to claim under the Purchaser.
38. The expression “Service Society” / “Owner Promoter” shall also mean

and include any person authorized or nominated by it or its assignee or transferee.

39. The Purchaser hereby declare that he has read, understood and agreed to each and every conditions, provisions, stipulations and covenants before execution hereof.

C. The Said Unit is not falling under the disturbed area declared under Gujarat Prohibition of Transfer of Immovable Property and Provision for Protection of Tenants from Eviction from Property in Disturbed Areas Act, 1991 and therefore, the Owner Promoter is not required to obtain any permission under the said Act for the transfer or conveyance thereof under this Deed.

D. All the expenses such as Stamp Duty, Registration Fee, Legal Charges payable to Solicitor, etc. and all other miscellaneous expenses in respect of the documents being these presents being executed by the Owner Promoter in favour of the Purchaser both present and future shall be borne by the Purchaser alone.

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

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SCHEDULE-I
(DESCRIPTION OF SCHEME LAND)

All those pieces and parcels of non-agricultural lands or grounds situate, lying and being at Mouje PALANPUR, Taluka Palanpur in the District of BANASKANTHA and Registration Sub-District of PALANPUR bearing City Survey No. NA1169 of ward Palanpur (NA) allotted in lieu of Revenue Survey No. 1169 (Old Survey NO. 942+943/5) admeasuring approximately **9975** Sq. Mtrs.

Said 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 :

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INTENTIONALLY BLANK]**

SCHEDULE-II
(THE SAID UNIT)

All that Unit No. ____ Unit Type ____ of Scheme “NAND VIHAR - 3” having carpet area admeasuring ____ Sq. yds. equivalent to ____ Sq. Mts. and “balcony/verandha 1” having area admeasuring _____ Sq. Yards (equivalent to ____ Sq. Mtrs.), “balcony/verandha2” having area admeasuring _____ Sq. Yards (equivalent to ____ Sq. Mtrs.), and “open terrace/wash area” having area admeasuring ____ Sq. Yards (equivalent to ____ Sq. Mtrs.) forming part of the Unit and also exclusive right to own, occupy and enjoy the plot land beneath such Unit and land appurtenant / contiguous to the same, net area ____ Sq. Yds. equivalent to ____ Sq. Mtrs., with undivided proportionate share in the common areas of around ____ Sq. Yds. equivalent to ____ Sq. Mtrs.

and that the Said Unit is bounded as follows:

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

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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.

SIGNED, SEALED & DELIVERED BY THE WITHIN NAMED OWNER

.....
Anjana Babubhai Jivabhai (Patel)

.....
Pravinbhai Jivabhai Chaudhary (Anjana)

.....
Prajapati Harshadbhai Shivrambhai

.....
Rajendrabhai Shivrambhai Prajapati

In the presence of:

.....

SIGNED, SEALED & DELIVERED BY THE WITHIN NAMED
PROMOTER

GUDOL INFRABUILD PRIVATE LIMITED

Through its authorized signatory

.....

In the presence of:

.....

-: ANNEXURE-A ABOVE REFERRED TO: -
(CONSIDERATION)

RECEIVED of and from the Purchaser herein the sum of Rs.____/- (Rupees_____Only) as per particulars below, being the sale considerationfor the Said Unit:			
Amount in Rs.	Cheque No.	Date	Name of Bank
.00	<<< TOTAL AMOUNT IN RUPEES ONLY >>>		

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INTENTIONALLY BLANK]**

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-. ANNEXURE-B ABOVE REFERRED TO: -
(UNIT PLAN)

-. ANNEXURE-D ABOVE REFERRED TO: -
(SCHEME PLAN)

PHOTOGRAPHS OF PROPERTY AS PER SECTION 21 OF
REGISTRATION ACT

POSTAL ADDRESS OF PROPERTY

Unit No._____, “NAND VIHAR-3”, Palanpur, District Banaskantha.

.....
OWNER

.....
PROMOTER

.....
PURCHASER

PHOTOGRAPHS OF PROPERTY AS PER SECTION 21 OF
REGISTRATION ACT

POSTAL ADDRESS OF PROPERTY

Unit No._____, “NAND VIHAR-3”, Palanpur, District Banaskantha.

.....
OWNER

.....
PROMOTER

.....
PURCHASER

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

OWNER	PHOTOGRAPH	LEFT THUMB IMPRESSION
PROMOTER	PHOTOGRAPH	LEFT THUMB IMPRESSION

PURCHASER	PHOTOGRAPH	LEFT THUMB IMPRESSION