

**KAVERI SANGAM
RESIDENTIAL APARTMENT NO.____/____**

SALE DEED

THIS SALE DEED IS EXECUTED at Ahmedabad on this ____ day
of _____, 2017,

BETWEEN

A. Shridhar Infracon LLP, a Limited Liability Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008, having its principal place of business at : 2/D, River-View Apartment, Ashram Road, Navrangpura, Ahmedabad-380009, (P.A. No.: AAVFA 1502 C), represented by its Designated Partner :- **Shri Ajay Dahyabhai Shridhar, (Aadhar No. 4335 8778 9358)**, hereinafter referred to as "the Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective Designated partner) of the **SECOND PARTY**.

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AND

(1) Shri Ajay Dahyabhai Shridhar, P.A. No.: ACVPS 6867 Q, (Aadhar No. 4335 8778 9358), aged: Adult, Hindu, Occupation: Business, having address at 2/D, River-View Apartment, Ashram Road, Navrangpura, Ahmedabad-380009,

(2) Smt. Pallavi Ajaybhai Shridhar, P.A. No.: ACVPS 6845 G, (Aadhar No. 3329 8451 6166), aged: Adult, Hindu, Occupation: Business, having address at 2/D, River-View Apartment, Ashram Road, Navrangpura, Ahmedabad-380009, and

(3) Shri Sharvil Ajaybhai Shridhar, P.A. No.: AZBPS 5343 N, (Aadhar No. 7252 0837 3955), aged: Adult, Hindu, Occupation: Business, having address at 2/D, River-View Apartment, Ashram Road, Navrangpura, Ahmedabad-380009

No. 2 & 3 above, represented through their Power of Attorney Holder Shri Ajay Dahyabhai Shridhar, Adult, Occupation: Business and having address at : 2/D, River-View Apartment, Ashram Road, Navrangpura, Ahmedabad-380009,

The above hereinafter collectively referred to as "the Owners" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Owner, their respective heirs, executors, successors, administrators and assigns) of the FIRST PARTY.

AND

_____, (Aadhar No. _____)
(PAN No. _____), aged about ____ years, residing at :
_____, Ahmedabad,

hereinafter referred to as "the Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the THIRD PARTY.

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WHEREAS:

A. (1) Ajay Dahyabhai Shridhar, (2) Pallavi Ajay Shridhar and (3) Sharvii Ajay Shridhar ("the Owners") are the absolute and lawful owner of Non Agricultural land bearing (A) Final Plot No. 101 admeasuring about 3520 sq. mtrs. [allotted in lieu of (1) Block No. 531 admeasuring about : He.Are.Sq.Mtrs.: 0-24-28, (2) Block No. 535 admeasuring about : He.Are.Sq.Mtrs.: 0-14-16, and (3) Block No. 594 admeasuring about : He.Are.Sq.Mtrs.: 0-20-23, (Khata No. 1049 paiki) totally admeasuring about : 5867 sq.mtrs.]; (B) Final Plot No. 104 admeasuring about 1336 sq. mtrs. [allotted in lieu of (1) Block No. 536 admeasuring about : He.Are.Sq.Mtrs.: 0-08-10 and (2) Block No. 543 admeasuring about : He.Are.Sq.Mtrs.: 0-14-16 totally admeasuring about : 2226 sq.mtrs.] and (C) Final Plot No. 135 admeasuring about 1942 sq. mtrs. (allotted in lieu of Block No. 600 admeasuring about : He.Are.Sq.Mtrs.: 0-32-37). All three Final Plots aggregate to a composite Plot Area of 6798 Sq.Mtrs. out of which 6118.2 sq. mtrs. of land is Residential Use N.A. Land and remaining 679.8 sq. mtrs. of land is Commercial Use N.A. Land, forming part of Draft Town Planning Project No. 53/A, situated, lying and being at Moje: Shilaj, Taluka Ghatlodiya, in the Registration District of Ahmedabad and Sub District of Ahmedabad-9 (Bopal) ("the Said Land"). The Said land was acquired by the Owners by way of Sale Deed(s) registered with the Office of concerned Sub-Registrar vide Sr. No.10000 dtd.28.09.2007, Sr. No.10002 dtd.28.09.2007, Sr. No.8945 dtd.27.08.2007, Sr. No.8944 dtd.01.09.2007 and Sr. No.9976 dtd.27.09.2007.

B. By an Agreement dated 15.10.2014 executed between the Owners of the One Part and the Promoter of the Other Part, registered as document No. 6507 with the office of the Sub-Registrar of Assurances-Ahmedabad-9 (Bopal), hereinafter referred to as "the Development Agreement", the Owners

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have granted to the Promoter development rights to the Said Land including rights to construct thereon building(s) in accordance with the terms and conditions contained in the Development Agreement;

AND WHEREAS:

- C. In pursuance of the Development Agreement, the Promoter is put in possession of the Said Land with entitlement to construct buildings thereon:
- D. The Promoter has earmarked the Said Land for the purpose of building a Commercial as well as Residential Project, comprising of total Five Blocks (Block No. A, B, C, D, E) out of which Four Blocks (A, B, C, D) are consisting of 224 Residential (3 BHK & 2 BHK) Apartments in the name of "KAVERI SANGAM" and One Block i.e. Block No. E consisting of 61 Commercial Units (Showrooms-Offices), in the name of "A.SQUARE". The Residential Project namely "KAVERI SANGAM" is hereinafter referred to as "the Project";
- E. The Ahmedabad Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated 07.01.2015 bearing No. BLNTS/NWZ/101214 /GDR/A3343/R0/M1, BLNTS/NWZ/101214/GDR/A3344/R0/M1, BLNTS/NWZ/101214/GDR/A3346R0/M1, and BLNTS/NWZ/101214/GDR/A3345 /R0/M1;
- F. The Promoter obtained sanction/approval of the final layout plans for the Project from Ahmedabad Municipal Corporation and accordingly the Promoter had commenced the work of construction and development of the Project;
- G. The Promoter also procured necessary approvals from the concerned local authorities, municipal corporation and/or

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Government, as required by law, pertaining to the plans, the specifications, elevations, sections of the Project ;

- H. While developing the Project, the Promoter has observed and performed the terms, conditions, stipulations and restrictions laid down by the concerned local authority, municipal corporation and/or Government while sanctioning/approving the lay-out plans. .
- I. The Promoter having s completed the construction of the Project, applied for Building Use Permission which came to be granted by the Ahmedabad Municipal Corporation vide No. _____, dtd.____/____/2017.
- J. The Promoter has got the Project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar under the Registration No._____, dtd.____.____.2017;
- K. By virtue of Development Agreement, the Promoter has the sole and exclusive right to sell the Apartments of the Residential Blocks of the Project constructed upon the Said Land and to enter into agreement(s) with the allottee(s) of the Apartments and to receive the sale consideration in respect thereof;
- L. The Allottee applied to the Promoter for allotment of Apartment No. ____ of type (____BHK), having carpet area admeasuring _____ sq. meters on (i.e. Built Up Area of _____ sq. meters as per the approved plans) on ____ floor in the Block No. ____ of the Project known as "KAVERI SANGAM" constructed upon the Said Land (hereinafter referred to as "the Apartment", more particularly described in Schedule) on dated _____.____.2017. The authenticated Floor

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Plan of the Apartment & Layout Plan of the Project are respectively annexed as Annexure-A & Annexure-B to this Deed;

- M. Upon approach of the Allottee/s, the Promoter agreed to sell "the Apartment" to the Allottee/s at or for the total sum or consideration of Rs. _____.00 (Rupees _____ Only) (hereinafter called "the Total Price") and upon terms - conditions which was agreed by the Allottee/s. The Apartment includes exclusive Balcony having Carpet Area of ____ sq. mtrs. and an exclusive Kitchen Balcony having Carpet Area of ____ sq. mtrs. It also includes the undivided proportionate share of _____ sq. mtrs. in the land underneath the Project and the permanent usage rights of One (01) allotted Car Parking (on Ground Level / in the Basement).
- N. Pursuant to the aforesaid the Promoter - Owner and the Allottee entered into Agreement to Sale duly registered in the office of Sub Registrar of Ahmedabad-9 (Bopal) vide Sr. No. _____, dtd. _____, 2017.
- O. "The Total Price" for the Apartment includes the price of the Apartment and proportionate price of the common areas, price of the exclusive balconies/wash area forming part of the Apartment and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities, The break-up of the consideration is as under :

Block No. ____	Rate of Apartment per square feet*
Apartment No. ____	Rs. _____ .00
____ BHK (Bedroom, Hall and a Kitchen)	(in words _____)
____ Floor	_____

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Carpet Area : ____ sq. ft.	Only).
Total	Rs. _____.00 (In words Rupees _____. _____. Only).

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax (GST w.e.f. 01st July, 2017), and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment;
- (iii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees and all other government levies taxes & duties will be paid & borne by the Allottee and not included in the Total Price;
- (iv) The Total Price above excludes maintenance deposit, maintenance expenses, GEB (UGVCL) – AMC – Legal charges, Extra Work Cost (if any) to be borne by the Allottee and not included in the Total Price.
- (v) Provided that in case there is any change / modification in the taxes, the Total Price payable by the Allottee to the Promoter under this Agreement shall be increased / reduced based on such change / modification;
- (vi) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee

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shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (vii) The Total Price of Unit/Flat/Apartment includes: 1) pro rata share in the Common Areas; and 2) One Car parking as provided in the Agreement.

P. The carpet area of the Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

Q. At the request of the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Promoter's Architects M/s. Architectonics and of such other documents as are specified under the Act and Rules and Regulations made thereunder and the Allottee is satisfied with the same;

R. The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Promoter, Property Card, Extract of Village Forms VI, VII and XII and other relevant revenue records showing the nature of the title of the Owners to the Said Land on which the Project is being constructed have also been inspected and the Allottee is satisfied in respect of the same;

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S. The authenticated copies of lay-out plans sanctioned / approved by the local authority, municipal corporation and/or Government have also been inspected by the Allottee.

T. That as agreed, the Allottee has paid "the Total Price" for the purchase of the said property to the Promoter as under:

Rs. _____ .00	Rupees _____ only paid by the Allottee to the Promoter by Cheque No. _____ dtd. _____, 2017 drawn on _____ Bank, _____ Br.
Rs. _____ .00	Rupees _____ only paid by the Allottee to the Promoter by Cheque No. _____ dtd. _____, 2017 drawn on _____ Bank, _____ Br.
Rs. _____ .00	Rupees _____ only paid by the Allottee to the Promoter by Cheque No. _____ dtd. _____, 2017 drawn on _____ Bank, _____ Br.
Rs. _____ .00	(Rupees _____ Only).

* Promoter confirms the receipt of "The Total Price" subject to realization of cheques.

U. The Allottee, having paid the Total Price of Rs.
(Rupees: Only) as aforesaid, has now requested the Owners / Promoter to execute a Sale Deed for the said property in favour of the Allottee herein. And the Owners / Promoter at the request of Allottee have agreed to execute a Sale Deed in favour of the Allottee in respect of the said property, which is more particularly described in the Schedule hereto in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. In pursuance of the aforesaid Agreement for sale, and for a full and final consideration of the sum of Rs. _____ .00 (Rupees _____ Only) paid on or before

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the execution of these presents by the Allottee to the Promoter (the payment and receipt whereof the Promoter hereby admits and acknowledges and of and from every part thereof forever acquit, release and discharge the Allottee), the Owners / Promoter doth hereby give, grant, allot, assign, , convey and transfer by way of sale unto the Allottee forever the Apartment togetherwith all fittings, fixtures, electric supply, electric service, water supply, drainage and all other such services essential for use and occupation of the Apartment and also liberties, easements, profits, privileges, advantages, rights, member and appurtenances whatsoever to the said Apartment, belonging to or in any way appertaining to or with the same and togetherwith the rights of using the common facilities of the Project and togetherwith all those proportionate and undivided rights in or upon the common amenities in the Project "KAVERI SANGAM" belonging to or in anyway appertaining to or with the same or any part thereof now hath or at any time heretofore usually held, used, occupied or enjoyed by the Owners / Promoter or reputed or known as part and parcel or members thereof AND ALL THE ESTATE , right, title, interest, use, inheritance, property, benefit, claim and demand whatsoever, both at law and equity of the Owners / Promoter into or upon the Apartment/said property or any part thereof TO HAVE AND TO HOLD all and singular, the Apartment/said property hereby granted, conveyed, transferred and assured or intended or expressed so to be with its and every of its rights, members and appurtenances UNTO AND TO THE USE and benefit of the Allottee, forever SUBJECT to the payment of rates, taxes, assessments, dues, and duties now chargeable upon the same or hereafter in relation to the period from the date of the execution these presents become payable in respect thereof for the Project "KAVERI SANGAM" or to the State of Gujarat or

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Ahmedabad Municipal Corporation, or any other local body or bodies.

2. AND the Owners / Promoter doth hereby for themselves and their office bearers, Legal heirs, Administrators, Executors, Successors & Assigns covenant with the Allottee that notwithstanding any act, deed, matter, or thing whatsoever by THE OWNERS / Promoter or any of them or any person or persons lawfully or equitably claiming by, from, through, under or in trust from them made, done, committed, omitted or knowingly or willingly suffered to the contrary, the OWNERS / Promoter now have for themselves, good right, full power and absolute authority to give, grant, sell, convey, allot and assure the Apartment/said property UNTO and to the use of the Allottee in the manner aforesaid.
3. The Allottee shall and may at all times hereafter subject to the aforesaid peacefully and quietly hold, enter upon or occupy, possess and enjoy the Apartment/said property, privileges and benefits of the "said property" and receive the rents, issues, profits and benefits thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Owners / Promoter or any person or persons lawfully or equitably claiming or to claim by from under or in trust for it or any of them. Freely and clearly, absolutely acquitted, exonerated, released and forever discharged, or otherwise by the Owners / Promoter well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estates, titles, charges, encumbrances, whatsoever either already or hereafter made executed, occasioned or suffered by the Owners / Promoter or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them and or any of them.

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4. AND FURTHER that the Owners / Promoter and all persons having lawfully or equitably claiming any estate right title or interest at law or in equity whatsoever in the Apartment/said property hereby granted conveyed transferred and assured or any part thereof by from under or in trust for the Owners / Promoter, their heirs, executors, successors and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Allottee do and execute or cause to be done and executed all such further and other acts, deeds, things, evidences, conveyance and assurances in law whatsoever for the better and more perfectly and absolutely assuring the Apartment/said property and every part thereof UNTO and to the use of the Allottee in the manner aforesaid as shall or maybe reasonably required by the Allottee, his/her/their/its successors in titles or assignee or his/her/their/its counsel in law for assuring the said property and every part thereof hereby granted conveyed transferred and assured unto and to the use of the Allottee in the manner aforesaid.

THIS DEED FURTHER WITNESSETH AS UNDER:

1. As the Building Use Permission is issued by the Ahmedabad Municipal Corporation, the Owner / Promoter have handed-over the physical possession of the Apartment/said property to the Allottee.
2. That the Promoter has formed "_____ Co-Op. Housing Service Society Limited" ,a society registered under the provisions of The Co-Operative Societies Act, 1961 vide Sr. No. _____ dtd. _____ (hereinafter referred to as "the Maintenance Society") for the purpose of maintenance and upkeep of the Project including common parts and elements and the Allottee shall co -

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operate fully with the Promoter and shall sign all documents and necessary papers for the purpose. The Allottee shall subscribe and contribute towards costs and expenses incurred for formation of Maintenance Society on pro-rata basis of the sizes of their individual Units. And the Allottee shall co-operate fully with the Promoter and shall sign all documents and necessary papers for the purpose.

3. And the Allottee agrees to become a member of and observe the rules, framed from time to time by the Promoter / Maintenance Society for quiet and peaceful enjoyment of the said Apartment/Project, whereby the Project remain a decent Project. And the Allottee shall be proportionately liable to pay and accepts the payments made by the Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of the Apartment whichever is earlier and Allottee shall pay to the Promoter / Maintenance Society, the non-refundable maintenance on proportionate basis on demand as and when required.
4. The Promoter shall maintain the said Project until the last Apartment of the said Project is being sold and possession of the same being handed over to the concerned Unit Holder after which the management of the Maintenance Society will be handed over to the members of the said Project. Thereafter the Promoter shall hand over the charge of the Maintenance Society to the members of the said Project. Whenever the administration of Maintenance Society is been handed over to the members from that time it will be owned and controlled by the Co-Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest and not number of members. It shall have such constitution as reasonably provided by the Promoter at the initial stage and

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such constitution may provide for alteration of its constitution, arbitration of disputes between Co-Owners and regarding common user and certain important decisions to be taken by more than three-fourths of the Co-Owners.

5. No individual / independent Allottee or group of Allottees will form any other Ad-Hoc-Committee, Holding Organization or Maintenance Society / Company, other than the one formed by the Promoter nor will the Promoter be obliged to recognize one, if at all formed, despite this restriction, unless the same has the 100% collective mandate of all the Allottees.
6. That the Allottee from the date of execution of this Sale Deed shall pay all the outstanding and out going towards the Government and Semi-Government Taxes, Local Authority Taxes including Municipal Property Taxes, Electricity Bill of Torrent Power Ltd., AMC Drainage Charges, Water Tax, Adani Gas Usage Charges etc. and all other amounts payable in connection of the said property.
7. The Allottee shall at his/her/their/its own costs, charges and expenses mutate the said property in his/her/their/its name as absolute owner and occupier in all the government & semi-government records as well as in the records of Local Authority & Torrent Power Ltd., and the Owners / Promoter undertakes and confirms that whenever for the same if their sign, affidavit, bond, declaration or any other document is required it will fully co-operate from time to time.
8. The Allottee agrees that all the rules, regulations and by-laws of the Maintenance Society formed by the Promoter for the purpose of maintenance and upkeep of the Project, shall be applicable and binding to him / her / them and he / she / they

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will perform his / her / their part of obligations and will also become member of said **MAINTENANCE SOCIETY**.

9. The Allottee shall have no right in and shall not use the common areas either for parking of cars or other motor vehicles or two wheelers or otherwise and all the other common areas not required by the Allottee for ingress to and egress from the said property as otherwise expressly conveyed and agreed or expressed so as to belong to the Allottee.
10. In case of the Allottee or its transferee / assignee desires to let-out the said Property on Lease / Leave & License basis, shall not be entitled to do so without taking the prior written consent of the **MAINTENANCE SOCIETY**. And in no event the Allottee or its transferee / assignee shall be entitled to let-out the said property on Lease / Leave & License / whatsoever basis to any individual/s (living in the said property without family), Company Guest House, Paying Guest/s or to any non-residential users. And if the **MAINTENANCE SOCIETY** finds any such kind of usage, shall become entitled to evacuate such users from the said property without any prior intimation / permission.
11. Only the Allottee shall be responsible for the repayment of loan, if any taken by the Allottee from any financial institution for financing the purchase of the said property. The Owners / Promoter shall not have any liability or responsibility in this regard.
- 1.13 The Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest

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of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

12. That the Allottee will not conduct any illegal activities or malpractice barred by any provision or law of India in the "said property" and if found guilty for the same the Allottee solely will be held responsible for the said offences.
13. To allow the Promoter or its representative and/or the representatives of maintenance company/society with/without workmen, to enter into the said property for the purpose of maintenance and repairs with prior notice.
14. To be proportionately liable and accept the payments made by the Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of the said property whichever is earlier

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including the rates and taxes for and/or in respect of the Project including common parts/area to be paid by the Promoter out of the non-refundable maintenance expenses taken for one year and further more to be wholly liable and responsible for payment of the Municipal rates and taxes for the said property from the date of completion or date of possession, whichever is earlier, and pay the same to the Promoter / Ad-Hoc Committee / Maintenance Society as the case may be on proportionate basis on demand, till such time the Mutation of individual Units are completed and individual Allottees are assessed separately.

15. In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Promoter and / or Maintenance Society as the case may be towards such liability.
16. To be liable and responsible for direct payment of electricity, gas, water etc. and other utilities consumed in or relating to the said property wholly and proportionately in relation to common parts & facility which shall be paid by the Maintenance Society.
- 18.(a) The Promoter reserves the right to administrate the Parking Discipline and Parking Facility of the entire Project as the Promoter may deem fit at its sole discretion. And none of the Apartment Holder of the said Project or their transferees / assignees etc. will be entitled to raise any objection against such administration.
- 18.(b) That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as regarding any of the covenants agreed under this Agreement. And all the terms and condition as well as

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all the bindings / undertakings of such documents signed by the Allottee shall be binding upon the transferees / assignees / successors / tenants and future owners and occupiers and users of the said Property.

18.(c) The Parking Area of the Entire Project i.e. "A.Square" and "KAVERI SANGAM" is determined as referred hereinafter :

- (i) Parking Area in the front of the Commercial Building i.e. A.Square and the basement under the Commercial Building i.e. A.Square shall be exclusively used by the Unit Holders of A.Square and their Transferees / Assignees.
- (ii) Parking Area in the Hollow Plinth, Ground Level and Basement of the Residential Buildings i.e. KAVERI SANGAM shall be exclusively used by the Unit Holders of KAVERI SANGAM and their Transferees / Assignees.
- (iii) Unit Holders of "A.Square" shall not use or try to use the Parking Area determined for the Unit Holders of KAVERI SANGAM, *vis-à-vis* Unit Holders of KAVERI SANGAM shall not use or try to use the Parking Area determined for the Unit Holders of "A.Square".

19. That the Unit Holders of "A.Square" (Commercial Building) shall not be entitle to use the common parts such as Common plot, Garden, Sports area, Banquet hall and other Common Area.

20. That the Common Tube-well for the water resources of the members of "A. Square" and "Kaveri Sangam" has been prepared by the Promoter. And the said Tube-well shall be maintained by the Maintenance Society of "Kaveri Sangam" and the Maintenance Society of "A. Square" shall pay the maintenance charges of the said Tube-Well to the Maintenance Society of "Kaveri Sangam" on pro-rata basis.

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Further Separate Water Meter shall be established for each Project i.e. "A. Square" and "Kaveri Sangam". And the Maintenance Society of both the Projects shall pay pro-rata utility charges (including but not limited to the Electricity Bills) for consumption of water.

21. There will be Two (02) Separate Maintenance Society for the Commercial Building and Residential Project.
22. All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to and kept with the Maintenance Society.
23. The Promoter from time to time may change, alter, add to or modify the Rules of the Maintenance Society and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Units by their respective Owners or for the mutual benefit of the Co-Owners.
24. As the said Land is coming under the territories of Affordable Housing Zone declared by the concerned Town Planning Authority, the measurement of each Unit of the entire Project has been kept as per the norms of the Affordable Housing Zone. And if the Allottee or his / her / their transferees / assignees combines two or more units and extends the area of the unit, shall be personally held liable to face the consequences with cost in the form of proceedings being initiated from the Town Planning Authority or any other concerned authority and the Promoter in event, shall be held responsible for such breach committed by the concerned Unit Holder.

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25. It is made clear by the Promoter and the Allottee agrees that the Apartment along with Allotted Car parking/s shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
26. The Promoter hereby declares that the Floor Space Index of 2.70 sq. mtrs. has been utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the construction and sale of apartment to be carried out by the Promoter by utilizing the FSI.
27. It is expressly agreed that the Allottee shall not have any right to Future F.S.I. available for the Project and the Allottee either himself or through Association to Allottee/s shall not be entitled to use the said Future F.S.I. or any part thereof for any purpose whatsoever and whereas the Owner / Promoter or its assigns or transferees reserves the right to use that future F.S.I. rights to utilize the same in a manner as and when (even after handing over of the possession of the units to the concerned Allottee/s) they deem fit at their own discretion without asking for any approval from the Allottee/s or its assigns or transferees shall be entitled to utilize the said Future F.S.I. on such terms & conditions as the Owner / Promoter or its assigns or transferees deem fit and the income thereof shall be of the Owner / Promoter's or its assigns' or transferees'. And for any of the above referred activity initiated by the Owner / Promoter or its assigns or transferees / Allottee/s shall not raise any objection

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for the same and the Owner / Promoter or its assigns or transferees are not required to obtain any permission prior to initiating any such activity.

28. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the

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consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour Project of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. 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, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the

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dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. Not to close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Project of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows , including grill of the said unit which in the opinion of the Promoter differs from the design and colour Project of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Allottee shall require to put grills on the exterior part of his/her/its unit, the design of the same shall be approved by Promoter in advance but in no event the Allottee shall install any box type grills.
- xiv. Not to subdivide the said unit, servant quarter and/or parking space, if allocated, or any portion thereof.

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- xv. Not to do any act deed or thing to obstruct the construction and completion of the said Unit or Building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said unit.
- xvi. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Building including common areas etc. except in the garbage bin provided for.
- xvii. Not to discharge into any conduiting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conduiting medial or drainage of the said Project.
- xviii. Not to cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- xix. To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said unit wholly and proportionately in relation to common parts which shall be paid by the Maintenance Society.
- xx. Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Unit except with the prior approval in writing of the Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.
- xxi. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- xxli. Not to install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Promoter.

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- xxiii. Not to use the said Apartment or permit the same to be used for any purpose other than residential viz. for commercial use and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring Apartments or for any illegal or immoral purposes or as boarding house, guest house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place whatsoever. Not to use the said Unit or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys or Diagnostic Laboratory or Chamber either for a Doctor or a Nursing Home or for any other purpose without the consent of the Promoter.
- xxiv. Not to keep in the parking space, if allotted, anything other than private motor car or motorcycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before and not to use the parking space for dwelling or staying by any person or blocking by putting any article shall not be allowed in the car parking space.
- xxv. Not to park car scooter or any vehicle on the pathway or open spaces of the Building or at any other place except the space allotted in writing for car / scooter or any other motor vehicle parking.
- xxvi. Not to keep or store in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radio active or explosive or which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise save as may be normal and compatible with good class Building.
- xxvii. To abide by such rules and regulation as may be made applicable by the Promoter before the formation of the holding organization and/or adhere to the building organization after it is incorporated to comply with and/or adhere to the buildings and regulations of such holding organization.
- xxviii. Not to change or cause to change the name of the Project- 'KAVERI SANGAM' under any circumstances.
- xxix. not to grant lease / leave & license / concession / right of any other nature or type for installing of Bill Board /

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Microwave Antenna, Communication Tower over the roof of lift machine room / overhead water tank, stair cabin and if any such activity is found by the Promoter / Maintenance Society then the Promoter / Maintenance Society shall be entitled to remove every article from the terrace without giving any opportunity and in such case neither the member nor the transferee / assignee / allottee shall be entitled to claim any damages / compensation for any damages may occurred during removal of all the articles from the terrace.

29. The Allottee shall not be entitled to transfer or assign the said property without prior written consent of the Maintenance Society. Such transfer / assignment can be made subject to the payment of the Assignment Fees to the Maintenance Society .
31. The Owners / Promoter shall be entitled to all future vertical and horizontal exploitation of the Project and/or the said premises by way of additional construction or otherwise and for the purpose has and may acquire neighboring or adjoining properties and extend the common services and facilities provided herein, including ingress and egress through this Building to such acquired neighboring or adjoining /adjacent properties including ingress and egress through such adjoining /adjacent properties/premises.
32. **Responsibility of the Lifts :**
 - (i) That the Promoter shall provide appropriate lifts of reputed manufacturers in all the buildings / blocks of the Project as per the approved plan.
 - (ii) And the Promoter on behalf of the Maintenance Society, shall maintain the said lifts for Twenty Four (24) Months from the date of B. U. Permission or completion of the Project which ever is earlier after

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which the maintenance of the said lifts shall be handed over to the Maintenance Society which is going to be managed by the members of the Project. The Promoter shall obtain appropriate licenses for usage of such lifts from the concerned authorities and keep the licenses renewed and maintained till completion of the aforesaid time period. Upon expiry of such period, the members shall be liable to renew and maintain the said licenses. And after such hand-over of the Maintenance, the Promoter shall not be responsible for the Maintenance / up-keeping of the said lifts or licenses.

- (iii) And as the Promoter shall provide lifts manufactured by the reputed company/ies, for occurrence of any of the accidents while using the said lifts, the Promoter shall not be held responsible for the same (neither during the initial period as referred above nor after handing over of the maintenance to the maintenance society / members). And only the members shall be responsible / liable to bear the consequences.

35. Structural Safety :

Members of "KAVERI SANGAM" shall arrange periodic inspection by a SEOR at intervals of every Fifteen Years from the date of Submission of the First Report (B.U.). The SEOR shall inspect the building to ascertain and certify to the Competent Authority, that the Building's structural stability has not been compromised due to lack of adequate maintenance along with a Structural Inspection Report.

36. The Owners / Promoter hereby indemnifies to the Allottee that the right-titles of the said property are Clear, Marketable, Saleable and free from all encumbrances. There is no charge, interest or encumbrances, in upon, to or on the said property

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of any nature whatsoever or any person whomsoever including by way of sale, mortgage, gift, exchange, leave and license basis, care-taker basis, easement rights, trust, benami, partnership, or otherwise.

37. The Promoter has delivered the photo-copies of all requisite deeds and papers regarding the title of the said property to the Allottee. And the Allottee has satisfied himself / herself / themselves / itself to the best of his / her / their / its satisfaction.
38. The said property is covered in the jurisdiction of Bopal Police Station, therefore it is not covered under disturbed area of Ahmedabad City, as listed under the Government Gazette and therefore no prior permission of the Collector, Ahmedabad for the transfer of the said property is required to be obtained.
40. It is declared that **Ajay Dahyabhai Shridhar** (Designated Partner of the Promoter LLP) has been empowered by the said LLP to sign and execute all transfer deeds (which includes agreement to sale, sale deeds, deeds of conveyance etc.), thereby he has signed the said Deed of Conveyance on behalf of the Promoter LLP.
41. That the Owners No.2 & 3 have appointed the Owners No.1 as their Power of Attorney Holder and empowered him to execute all the Agreements and Transfer Deeds on their behalf related to the aforethe Project by executing Power of Attorney registered in the office of Sub Registrar of Ahmedabad-9 (BOPAL) vide Sr. No.2129 dtd.04.04.2015. Thereby Owner No.1 has signed the said Deed of Conveyance in his individual capacity as well as being the Power of Attorney Holder of Owner No.2 & 3. And the Owner No.2 & 3 are alive as on date as well the aforesaid

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Power of Attorney is still in existence and not revoked in any manner.

42. It is declared that the Owner as well as the Promoter have appointed **Mr. Rajiv A. Patel** as their Power of Attorney Holder by executing Power of Attorney registered in the office of Sub Registrar of Ahmedabad-9 (BOPAL) vide Sr. No.2130 dtd.04.04.2015. And **Mr. Rajiv A. Patel** has been empowered and authorized only to present, acknowledge and admit before Sub-Registrar on behalf of the Owner as well as the Promoter all the agreements / deeds (including transfer deeds like sale deed/s, deed/s of conveyance, agreement/s for sale) for various units in the said Project, which have been signed and executed by the Owners and the designated partner of the Promoter LLP.
43. All stamp duty, registration charges, Government Levies, Taxes & Duties, Advocate Fees and other incidental expenses and/or in relation to conveyance of the Apartment/said property and for obtaining approval and consent necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto has been and shall be borne and paid by the Allottee.

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SCHEDULE 'A'

Apartment No. ____ of type (____BHK), having carpet area admeasuring ____ sq. meters on (i.e. Built Up Area of ____ sq. meters as per the approved plans) along with the Balcony having Carpet Area of ____ sq. mtrs. and a Kitchen Balcony having Carpet Area of ____ sq. mtrs., on ____ floor in the Block No. ____ togetherwith the undivided proportionate share of ____ Sq. Mtrs. in the land underneath the said scheme togetherwith the permanent usage rights of One (01) allotted Car Parking (on Ground Level / in the Basement) and also proportionate share in the common amenities and facilities in the scheme known as "KAVERI SANGAM" constructed on the Non Agricultural land bearing (A) Final Plot No. 101 admeasuring about 3520 sq. mtrs. [allotted in lieu of (1) Block No. 531 admeasuring about : He.Are.Sq.Mtrs.: 0-24-28, (2) Block No. 535 admeasuring about : He.Are.Sq.Mtrs.: 0-14-16, and (3) Block No. 594 admeasuring about : He.Are.Sq.Mtrs.: 0-20-23, (Khata No. 1049 paiki) totally admeasuring about : 5867 sq.mtrs.]; (B) Final Plot No. 104 admeasuring about 1336 sq. mtrs. [allotted in lieu of (1) Block No. 536 admeasuring about : He.Are.Sq.Mtrs.: 0-08-10 and (2) Block No. 543 admeasuring about : He.Are.Sq.Mtrs.: 0-14-16 totally admeasuring about : 2226 sq.mtrs.] and (C) Final Plot No. 135 admeasuring about 1942 sq. mtrs. (allotted in lieu of Block No. 600 admeasuring about : He.Are.Sq.Mtrs.: 0-32-37). All three Final Plots aggregate to a composite Plot Area of 6798 Sq.Mtrs. out of which 6118.2 sq. mtrs. of land is Residential Use N.A. Land and remaining 679.8 sq. mtrs. of land is Commercial Use N.A. Land, forming part of Draft Town Planning Scheme No. 53/A, situated, lying and being at Moje: Shilaj, Taluka Ghatlodiya, in the Registration District of Ahmedabad and Sub District of Ahmedabad-9 (Bopal). Bounded by :

On the East :-

On the West :-

On the North :-

On the South :-

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Address of the Property :

Sign of Owners :

Sign of Promoter :

Sign of Allottee :

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Address of the Property :

Sign of Owners :

Sign of Promoter :

Sign of Allottee :

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year above written.

SIGNED SEALED AND DELIVERED]

BY THE PROMOTER :]

A. Shridhar Infracon LLP]

represented through its]

Designated Partner :-]

Ajay Dahyabhai Shridhar]

SIGNED SEALED AND DELIVERED]

BY THE OWNERS :]

(1) Ajay Dahyabhai Shridhar]

in his individual capacity as well as being the]

power of attorney holder of Owners No.2 & 3]]

(2) Pallavi Ajay Shridhar]

(3) Sharvil Ajay Shridhar]

]

In the Presence of :-

1. _____

2. _____

Py 407

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ANNEXURE-A

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ANNEXURE-B

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Schedule under sec. 32 (A) of The Registration Act :-**PROMOTER****A. Shridhar Infracon LLP**

represented through its

Designated Partner :



Shri Ajay Dahyabhal Shridhar**OWNER****(1) Ajay Dahyabhal Shridhar**in his individual capacity as well as being the
power of attorney holder of Owner No.2 & 3**(2) Pallavi Ajay Shridhar****(3) Sharvil Ajay Shridhar****ALLOTTEE**