

(1)

DEED OF CONVEYANCE

For Sale of **Unit/Apartment No.**_____ in **Block No.** “_____” admeasuring about_____ sq.mts. (Carpet Area including balcony/wash area) on _____
_____Floor together with adjoining terrace admeasuring _____sq.mts. in building known as “**DEV AASHISH SKY**”situated at –**B/H Capital Commercial Complex, Nr Sahitya Hills and Icon, Opp. Eknath Complex Haridarshan to SMVS Swaminarayan Mandir Road, Naroda, Ahmedabad** for total price/consideration of **Rs.**_____
–/(Rupees«Sale_Deed_in_Words»Only).

THIS INDENTURE made at Ahmedabad this ____ day of _____ in the Christian year Two Thousand Twenty Three

BY AND BETWEEN

M/s. Abjibapa Infra, (PAN NO :**ABOFA5118L**)a Partnership Firm of Ahmedabad duly registered under the provision of Partnership Act, 1932 under serial No. GUJAH201516 on 17/04/2019 having its Registered Office at : 1, Manilal Park, Nr. Nobel School, Kathwada Road, Naroda, Ahmedabad 382330through itsauthorized Partner Mr. Jigar Shivabhai Patel duly authorized by all partners of M/S Abjibapa Infra on 01st April 2022 hereinafter referred to as “**PROMOTER**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the person above and named and its partners and their heirs, executors, administrators and assignee) of the ONE PART

AND

(2)

(1) «_____»

(PAN NO :«_____») (AADHAR NO :«_____»)

AND

(2) «_____»

(PAN NO :«_____») (AADHAR NO :«_____»)

(3) «_____»

(PAN NO :«_____») (AADHAR NO :«_____»)

adults, occupation business, Indian National and residing at :_____ hereinafter referred to as “THE PURCHASER/S” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their/its heirs, representatives, executors, administrators, successors-in-interest and permitted assigns) of the OTHER PART.

BRIEF HISTORY OF THE PROJECT LAND

(A) REVENUE SURVEY NO.568/2 and 569

Revenue Survey No. 568/2 and 569 originally belonged to Naroda Ranchhodji Temple's Administrators namely (I) Jamnashankar Revashankar and (ii) Trikamlal Naranbhai.

After the demise of Jamnashankar Revashankar (Administrator), the responsibility of Administration was assigned to Kachrabhai Mahipatram. The entry to that effect was also entered in the revenue records vide Mutation

Entry No. 4993, dated- 02/06/1956, which was duly certified by the concerned revenue authority.

That thereafter as per order of the Deputy Collector vide Order No. REV, dated- 11/12/1961, the said land bearing Survey No. 568/2 paiki admeasuring 412 sq. mtrs, and Survey No. 569 paiki admeasuring 604 sq. mtrs. was acquired by the Irrigation Department. The entry to that effect was also entered in the revenue records vide Mutation Entry No. 6127, dated- 12/02/1962, which was duly certified by the concerned revenue authority.

That thereafter, as per the judgment regarding the said land and order passed by Mamlatdar, Dascroi, vide an Order No. D.E. Narodal88-B/28, dated-16/06/1971, the owner of the said land had agreed to give possession of the said land to the tenant Baldevbhai Parsottambhai at the price being Rs.6384.40/- at 6% simple interest and hence according to the said order, name of Baldevbhai Parsottambhai was entered in the revenue record as a possessor of the said land. The entry to that effect was also entered in the revenue records vide Mutation

(3)

Entry No. 7429, dated-31/10/1971, which was duly certified by the concerned revenue authority.

That thereafter, the said land which was possessed by Baldevbhai Parsottambhai has paid the amount of Rs.6384.40/- to the owner of the said land, thus issued sale certificate under Namuna No. 9, dated- 10/08/1976 effect to which Baldevbhai Parsottambhai's name was entered in the revenue record as a possessor of the said land and any other burden accruing from any other rights was removed. The entry to that effect was also entered in the revenue records vide Mutation Entry No. 8443, dated- 22/01/1979, which was duly-certified by the concerned revenue authority.

That thereafter, as per Award of the Town Planning Officer dated- 28/06/1979, according to which Town Planning Scheme No. 1 on the effect of Inspector Land Record Ahmedabad K.J.P. (Durasti Patrak No. 122) Old Revenue Survey No. 568/2 and 569 paiki covered under the T. P. Scheme No. 1 and allocated Final Plot No. 446 admeasuring 19237 sq. mtrs. and Final Plot No. 449 admeasuring 2318 sq. mtrs. in respect thereof. The entry to that effect was also entered in the revenue records vide Mutation Entry No. 10739, dated-22/07/1994, which was duly certified by the concerned revenue authority.

That thereafter, on demise of Baldevbhai Parsottamdas on dated-28/01/2002, the said land according to Hindu Law came to be owned and possessed by his legal heirs namely (i) Dahiben Baldevdas (ii) Vajubhai Baldevdas (iii) Sumanbhai Baldevdas (iv) Madhuben Baldevdas and (v) Kaushikbhai Baldevdas. The entry to that effect was also entered in the revenue records vide Mutation Entry No. 13134, dated-11/02/2002, which was duly certified by the concerned revenue authority.

That thereafter, said (i) Dahiben Baldevdas and (ii) Madhuben Baldevdas waived, released and relinquished their undivided proportionate share in the said land in favour of their coparceners and accordingly names of (i) Dahiben Baldevdas and (ii) Madhuben Baldevdas had been deleted from the Revenue Records. The entry to that effect was also entered in the revenue records vide mutation entry no. 15457, dated- 09/01/2007, which was duly certified by the concerned revenue authority.

That thereafter as per order of the District Collector, Ahmedabad vide Order No. CB/NA/Ahmedabad/Naroda/OT1F446/999504/2019, dated- 24/01/2019, the said land was converted into multipurpose non-agriculture land bearing Final Plot No. 446 admeasuring 19237 sq. mtrs. The entry to that effect was also entered in the revenue records vide mutation entry no. 22497, dated-15/03/2019, which was duly certified by the concerned revenue authority.

That, for further convenience Ahmedabad Municipal Corporation changed the T.P. Scheme No. 1 (Naroda) to T.P. Scheme No. 39 (Naroda-1).

That, thereafter the said Final Plot No. 446 admeasuring 19237 sq. mtrs. has been subdivided in to three parts (i) Sub Plot No. 1 admeasuring 10451.50 sq. mtrs. (ii) Sub Plot No. 2 admeasuring 5872.91 sq. mtrs. and (iii) Sub Plot No. 3 admeasuring 2614.34 sq. mtrs. as per plan approved by Ahmedabad Municipal Corporation vide Order No. 01622/270219/A1963/M1 dated-12/04/2019.

That thereafter, (i) Vajubhai Baldevdas (ii) Sumanbhai Baldevdas and (iii) Kaushikbhai Baldevdas sold and conveyed the said land bearing Old T.P. Scheme No. 1 {New T.P.

Scheme No. 39 (Naroda-1)} of Final Plot No. 446 admeasuring 19237 sq. mtrs. paiki Sub-Plot No. 2 admeasuring 7023.94 sq. yards i.e. 5872.91 sq. mtrs. (as per approved plan of Ahmedabad Municipal Corporation) of Mouje Naroda to Abjibapa Infra, a Partnership Firm of Ahmedabad by Sale Deed, which was duly executed and registered with the Sub-Registrar Ahmedabad-6 (Naroda) under Sr. No. 15637 on date-09/08/2019. The entry to that effect was also entered in the revenue records vide Mutation Entry No. 22691 on date-20/08/2019, which was duly certified by the concerned revenue authority.

GENERAL

AND WHEREAS Thus the Promoter is the absolute and lawful owner of Freehold Non-Agricultural Land bearing Old Revenue Survey No. 568/2 and 569 and bearing Final Plot No. 446 admeasuring 19237 sq. mtrs. paiki Sub-Plot No. 2 admeasuring 7023.94 sq. yards i.e. 5872.91 sq. mtrs. (as per approved plan of Ahmedabad Municipal Corporation) of Old T.P. Scheme No. 1 {New T.P. Scheme No. 39 (Naroda-1)} of Mouje Naroda of Taluka Asarva in the District of Ahmedabad and Registration Sub-District of Ahmedabad-6 (Naroda) (hereinafter called the “**Said Land**”).

AND WHEREAS The Said Land is earmarked for the purpose of building a residential project, comprising multistoried buildings and the said project shall be known as “**DEV AASHISH SKY**” (hereinafter called the “**Said Project**”);

- * Name of the building/project : **DEV AASHISH SKY**
- * No. of blocks/Wings : 3
- * No. of basements : 2

With provision of common amenities and facilities more particularly described in the **Schedule II**.

AND WHEREAS The Ahmedabad Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated 23/10/2019

02696/240519/A2359/R0/M1 Block A – B– C – G

02697/240519/A2360/R0/M1 Block D

03205/240519/A2361/R1/M1 Block E – F

After the Block E+F have been revised and new commence certificate has been obtained having number 03205/240519/A236/R1/MI for Block E+F.

The New Details of Commencement Certificate on 26/05/2023 are as under

08478/240519/A2359/R2/M1	Block A – B– C – G
08479/240519/A2360/R1/M1	Block D
08480/240519/A2361/R2/M1	Block E – F

(5)

AND WHEREAS the Promoter has been obtained the final layout and building plan approvals for the Project from Ahmedabad Municipal Corporation. The Promoter agrees and undertakes that further it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable; and accordingly Promoter constructed said Project and now the construction of said project “**DEV AASHISH SKY**” has been mostly completed and finishing is under process.

AND WHEREAS The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar on 04-12-2019 under Registration No. **PR/GJ/AHMEDABAD/AHMEDABAD CITY/AUDA/MAA06419/041219**

After Alteration RERA Number : **(Applied For New RERA Number)**

AND WHEREAS That on demand from the purchaser, Promoter has given inspection to the purchaser of all documents of title relating to the project land and the plans, design and specifications prepared by the Promoter’s Architects/Engineer and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made there under and the Purchaser if satisfied in respect of the same ;

AND WHEREAS The authenticated copies of Certificate of Title issued by Hiren Raval & Associates vide its Certificate dated 24/10/2019 of the Promoter, authenticated copies of sale deed, plan and layout, Property card or extract of Village Forms VI and VII and XII or any other relevant revenue records showing the nature of the title of the Promoter to the project land on which the Flat are constructed have also been inspected by the Purchaser and the Purchaser and his/her/its/their legal advisor have carefully inspected and studied the same and is fully satisfied about them. The Purchaser/s is/are satisfied about the legality of the construction. The Purchaser/s also accepts the Promoter titles to the land and is satisfied about it and he/she/it/they agree that no further requisition/dispute will be made regarding title.

AND WHEREAS The Purchaser/s had applied for Unit/Apartment in the Project to the Promoter and Promoter agreed to sell the said **Unit/Apartment No. _____n Block No. “_____”** admeasuring about _____ sq.mts. (Carpet Area including balcony/wash area) on _____Floor together with adjoining Terrace admeasuring _____sq.mts. in building known as “**DEV AASHISH SKY**” (hereinafter referred to as the “Said Unit/Apartment” more particularly described in the **First Schedule**) along with and of pro rata share in Common Assets in proportion with right to use Common Amenities and facilities such as Lift, Over head Water Tank, Water meter Underground Water Tank, with Pump and Electric Motor, Stair Case/passage leading to Unit/Apartments, Hollow Plinth and Common Parking, Common Terrace with Engine Room, and electric meter provided or usage of above Common amenities to be provided in the said building and to be used in common with other Purchaser/s (“Common Areas”) as defined under clause (n) of Section 2 of the Act (more particularly described in **Second Schedule** and the floor plan of the Unit/Apartment is annexed hereto and marked as **Annexure I** ;

The Total Price for the Unit/Apartment based on the carpet area isRs. «Sale_Deed»/-
(Rupees«Sale_Deed_in_Words»Only). ("Total Price") and break up and description of
the said total price as follows :

Demised premises	Area (In Sq. Mtr.)
Unit RERA Carpet Area «Flat_No»	«Rera_Carpet_Area» Sq. Mtr.
Balcony/Verandah	«BalconyVerandah» Sq. Mtr.
Wash Yard	«Wash_Yard» Sq. Mtr.
Total Area	«Total_Area»Sq. Mtr.
Open Terrace	«Open_Terrace» Sq. Mtr.
Undivided Land Area	«Undivided__Land_Area»Sq. Mtr

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser/s to the Promoter towards the Unit/Apartment ;
- (ii) The total price agreed as above with the Purchaser/s has been worked out after considering and factoring in the input credit available on input materials as stipulated under the recent provisions of GST Act, 2017
- (iii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project.
- (iv) The Total price above which excludes maintenance deposit of the said project will be decided by Service Society/Maintenance Agency and the Purchaser/s is bound to pay the same along with all present and future taxes ;

AND WHEREAS the Purchaser/s have now requested the Promoter to execute a Deed of Conveyance of constructed Unit/Apartment in the said Project in her/his/their favour in the manner as if hereinafter appearing to which the Promoter herein have agreed.

NOW THIS INDENTURE WITNESSETH THAT :

1. In consideration of the sum of **Rs. «Sale_Deed»/- (Rupees«Sale_Deed_in_Words» only)**. to be paid on or before execution of these presents by the Purchaser/s to the Promoter being Full consideration towards said constructed Unit/Apartment (the payment and whereof the Promoter do hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge the Purchaser/s to which the Promoter herein confirm. The Promoter do hereby grants, sells, assigns, releases, conveys and assures unto the said Purchaser/s forever the said Unit/Apartment AND ALSO together with all the deeds, documents, writings and other evidences, of title relating to the said Unit/Apartment or any part thereof and all the estate, rights, title, interest, use, inheritance, possession, benefits, claims and demands whatsoever, at law and in equity of the Promoter into out of or upon the said Unit/Apartment or any part thereof, TO HAVE and TO HOLD ALL and singular the said Unit/Apartment hereby granted, released, conveyed and assured and intended or expressed so to be with him and every of him rights, members and appurtenance unto and to the use and benefits of the said Purchaser/s forever SUBJECT TO the payment of all rates, taxes, assessments, due and duties and other outgoings now chargeable upon the same or hereafter to become payable to the Government of Gujarat or any other local body or authority in respect thereof. AND the said Promoter do hereby for themselves and their successors in title and assigns covenants with the Purchaser/s, that notwithstanding any acts, deeds, matters or things whatsoever by the Promoter or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for it, made, done, committed, omitted or knowingly or willingly suffered to the contrary, it the Promoter now have themselves good right, full power, and absolute authority to grant, release, convey, assign and assure the said Unit/Apartment hereby granted, released, conveyed or assured or intended or expressed to be UNTO and to the use of the said Purchaser/s in the manner aforesaid. AND that it shall be lawful for the Purchaser/s from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said Unit/Apartment hereby granted with it appurtenance and receive the rents, issues and profits hereof and of every part thereof to and own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Promoter from or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Promoter AND that the free and clear and freely and clearly and absolutely acquitted, exonerated, released and favour discharged or otherwise by the Promoter will and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Promoter or by any other person or persons lawfully or equitably claiming by, from, under or in trust for the Promoter and further that the Promoter and all person having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Unit/Apartment hereby granted or any part thereof, by, from, under or in trust for the Promoter shall and with all times hereinafter at the request and at the cost of the Purchaser/s do execute or cause to be done and executed all such

further and other lawful acts, deeds, things, matters, conveyance and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting and assuring the said Unit/Apartment and every part thereof hereby granted UNTO and to the use of Purchaser/s in the manner aforesaid as shall or may be reasonably required by the Purchaser/s or his/her/their counsel at law.

2. This Deed of Conveyance has been executed based on all the terms and conditioned agreed upon Registered Agreement to Sale or Booking Form duly signed by Purchaser.
3. That the Promoter declare that the said Unit/Apartment is their absolute Unit/Apartment and further declare that the said Unit/Apartment is in their exclusive undisturbed, actual and physical possession and ownership and the same or part thereof is not in possession of any person, body or authority either as lessee/tenant or otherwise and the same is not sold, mortgaged, charged or leased/rented or dealt with in any manner whatsoever by them.
4. The Promoter hereby declares that all the taxes, cesses, charges and other outgoings payable to the Revenue Authority Local Authority, and payable by the Promoter as agreed have been paid in full as per demands raised by the said authorities by the Promoter and as agreed the Promoter will have to pay the arrears if any, found due and payable by the Promoter either to the said Authorities and the same henceforth shall be paid by the Purchaser/s to the said Authorities etc
5. The Promoter agrees and acknowledges the Purchaser/s shall have the right to the Unit/Apartment as mentioned below:

The Purchaser/s shall have exclusive ownership of the Unit/Apartment;

The Purchaser/s shall also have undivided proportionate share in the Common Areas upon becoming member of the society or association. Since the share / interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s 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 Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
6. It is made clear by the promoter and the Purchaser/s agrees that the Unit/Apartment 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 Purchaser/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/s of the Project.
7. The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management

Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

8.The Promoter accepts no responsibility in this regard. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Deed of Conveyance, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said Unit/Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only.

9.Representations and Warranties of the Promoter ;

- i. The Promoter has absolute, clear and marketable title with respect to the said Land except those mentioned in the detailed search report on title and subject to encumbrance which is already brought to the notice of Purchaser/s and same is accepted by the Purchaser/s ; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. There are no litigations pending before any Court of law with respect to the said Land, Project or the Unit/Apartment except those mentioned in the detailed search report on title ;
- iii. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit/Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Unit/Apartment and common areas;
- iv. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit/Apartment to the Purchaser/s in the manner contemplated in this Agreement;

- v. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Unit/Apartment) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- vi. If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the property or the building in which the property are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.
- vii. The Promoter Shall not have any claim over additional future FSI Terrace and Common area Rights after Building Use Permission has been obtained. Such Rights if any will be enclosed by the Society of Buyer

10. Representation and Warrants of the Purchaser/s ;

- i To maintain the Unit/Apartment at the Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the Unit/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Unit/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 Unit/Apartment is situated and the Unit/Apartment itself or any part thereof without the consent of the local authorities, if requires.
- ii. Not to store in the Unit/Apartment or the common passages or staircase of the Building 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 Unit/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 Unit/Apartment is situated, included entrances of the building in which the Unit/Apartment is situated and in case any damages is caused to the building in which the Unit/Apartment is situated or the Unit/Apartment on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Unit/Apartment and maintain the Unit/Apartment in the same condition, state and order in which it was delivered the building in which the Unit/Apartment is situated or the Unit/Apartment which may be contrary

to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Unit/Apartment or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Unit/Apartment and the appurtenances thereto in good tenatable repair and condition, and in particular, so as to support and shall no chisel or in any other manner cause damage to columns, beams, wall, slabs or RCC, Partition or other structural members in the Unit/Apartment without the prior written permission of the Promoter and/or Society or the Limited Company.
- v. The Purchaser/s further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. That the Purchaser/s shall not put any name boards without the prior written permission of the Promoter. The Promoter will provide necessary dimensions and sizes for the name boards/plats to be displayed at the entrance of his Unit/Apartments. The Purchaser/s shall be allowed to put its name boards on the entrance door/wall of their Unit/Apartments and shall also follow the instructions of the Promoter/ Service regarding dimension and size of the such name board.
- vi. The Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.
- vii. The Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the Unit/Apartment. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchaser/s and/or maintenance agency appointed by association of Purchaser/s. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- viii. 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 Unit/Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- ix. Not to throw dist, rubbish, rags, garbage or other refuse or permit the same to the thrown from the said Unit/Apartment in the compound or any portion of the project land and the building in which the Unit/Apartment is situated.

- x. Pay to the Promoter within fifteen days of demand by the Service Society, his share of security deposit as demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit/Apartment is situated.
 - xi. The Purchaser/s shall not use the said Unit/Apartment or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyances to the occupiers of the other premises in the project or to the owners or occupiers of the neighboring properties not for any immoral or illegal purposes.
 - xii. The 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 Unit/Apartment by the Purchaser/s for any purpose other than for purpose for which it is sold.
11. The Purchaser/s shall at no time demand partition of their interest in the building or entire land and common facilities and amenities. It being agreed and declared by the Purchaser/s that their interest in the said land and common facilities and amenities is impartible. The said Unit/Apartment shall be used, occupied and enjoyed by the Purchaser/s as one and the Purchaser/s shall not divide or subdivide the same for use as more than one Unit/Apartments.
12. The Purchaser/s shall use the Unit/Apartment or any part thereof or permit the same to be used only for purpose of residence as per plan and permission of the AMC in future. otherwise Service Society will be entitled to take the possession of the said Unit/Apartment from the Purchaser/s and the Service Society shall have every rights to sell the said Unit/Apartment to any other person as it may deems fit and proper.
13. The Purchaser/s has/have been measured the carpet area of the said Unit/Apartment and He/She/They are fully aware the meaning of carpet area as defined under section 2 (k) of the said act. The Purchaser/s have taken personal and physical inspection of the said Unit/Apartment as to the quantity, quality of materials as also workmanship thereof and have fully satisfied with the same in all respects.
14. That the Purchaser/s are fully satisfied with the basic construction work and confirm that there are no latent or patent defects in the construction and in turn have taken over the actual and physical possession of the said Unit/Apartment, however purchaser shall be used the said Unit/Apartment after obtaining the BU Permission.
15. The Promoter declare that the Promoters do possess certain title deeds and documents and accordingly the Xerox copy of relevant documents thereof have been given to the Purchaser/s.
16. That the Promoters have handed over the actual and physical possession of said constructed Unit/Apartment to the Purchaser/s.

17. That the Purchaser/s further confirm and record that they have no dispute and or compliant and/or grievance of whatsoever nature in respect of the said Unit/Apartment and or against the Promoter.
18. Further, the Promoter has transferred undivided share in entire land to the Purchaser/s for making complete and proper title in the name of Purchaser/s and for enter his/her name in the revenue records, However if in future entire common area together with the land is to be required to transfer in the name of association of the Purchaser/s or the competent authority as per the said act, then in such case Purchaser/s along with other members of the building shall transfer the said land in the name of association and all cost shall be bear by members of the building in proportionate basis.
19. That the Purchaser/s will be entitled to get transferred the said land and said Unit/Apartment in the name of Purchaser/s in the Revenue records concerned as also local body or authority after obtaining written permission from the Promoter.
20. The Building shall always be known as **“DEV AASHISH SKY”** and this name shall not be changed in any circumstances.
21. That Promoters will formed service society for better maintenance of the said building and hence the Purchaser/s agree and bind himself/herself/themselves to become member of a said Service Society and hold requisite number of share and pay regularly the proportionate share that may be decided towards (1) insurance premium, (ii) land revenue and outgoings that may from time to time levied by the Government (ii) out goings for maintenance and management of the entire building including common lights and other amenities as also other outgoings and collection charges incurred in connection with the maintenance of said **“DEV AASHISH SKY”** such other contributions as may be levied by the said service society.
22. The Purchaser/s and the persons to whom the said premises is let, sub-let, transferred, mortgaged charged, assigned or given possession by the Purchaser/s in accordance with the permission of Management Committee of the said Service Society shall be bound to observe and perform all the provisions of the Bye Laws and/or the Rules & Regulations or Resolutions from time to time of the Service Society and Bye-laws of the Society and the additions, alterations or amendments thereof for protection and maintenance of the said **“DEV AASHISH SKY”** and for the observance and carrying out of the Building Rules and Regulations and Bye-laws for the time being of the Ahmedabad Municipal Corporation and other local authorities and the Government and other public Authorities or bodies and such permission shall not be normally denied unless the Purchaser/s has committed breach or default in compliance of the terms and conditions of this sale deed or any other agreements entered into with or rules, resolution etc of the Service Society as the case may be and if the Purchaser/s does not pay transfer fees to the service society and if the activities of the transferor or transferee are not suitable to the building the service society. The Purchaser/s and the persons to whom the said premises is let, sub-let transferred, assigned or given possession, shall observe and perform all the stipulation and/or resolution and conditions laid down by the said Service Society and shall pay and contribute regularly and punctually towards the taxes, ground rent

and/or expenses or other outgoings and contribution as may be determined by the Management Committee of the said Service Society.

23. That the Purchaser/s and the persons to whom the said premises is ultimately transferred, assigned or given possession of with the permission of the Service Society of the said building shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said service society may require for safeguarding the interest of the said building and its occupiers.
24. The Purchaser/s hereby agrees to purchase the Unit/Apartment on the specific understanding that is his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the service society or maintenance agency appointed or the association of Purchaser/s (or the maintenance agency appointed by it) and performance by the Purchaser/s of all his/her/their obligations in respect of the terms and conditions specified by the service society or maintenance agency or the association of Purchaser/s from time to time.
25. Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the “**DEV AASHISH SKY**”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Purchaser/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchaser/s formed by the Purchaser/s for rendering maintenance services.
26. The Purchaser/s hereby agree to abide by all byelaws, rules and regulations of the Government, Ahmedabad Municipal Corporation and Gujarat Electric Board, Co.-Operative Housing Service Society Limited and any other authorities and local bodies and shall attend to answer and be responsible for actions and violations of any of the conditions or rules or byelaws and shall observe and perform all the terms and conditions that may be imposed by the said authorities from time to time.
27. The Promoter has assured the Purchaser/s that the project in its entirety is in accordance with the provisions of The Real Estate (Regulation and Development) Act, 2016 and The Gujarat Ownership Unit/Apartment Act, 1973. The Promoter and Purchaser/s showing compliance of various laws/regulations as applicable in.
28. That the Purchaser/s shall permit the Promoter/Service Society, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hour’s notice (in emergency, less hour’s notice) to enter in to and upon his/her/their Unit/Apartment and any part thereof for purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structure and other conveniences belonging thereto or service used in the said building and also for the purpose of laying down, maintaining repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of the water to the Unit/Apartment or any

other Unit/Apartment in the building in respect whereof the Purchaser/s/s or the occupier of such of the Unit/Apartment as the case may be shall have committed default in paying his/her/their shares of maintenance charges, common charges, taxes, electricity charges and the other outgoings and breach of rules and resolution of the Service Society as the case may be.

29. That the Purchaser/s shall keep insured its unit/s against loss or damage by fire, flood, earthquake, storm, tempest, aircraft, collision, riot, sabotage etc. in the full value and the Purchaser/s with suitable insurance company or with such insurance company as management shall determine and whenever required produce to the service society or the Promoter, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the said Unit/Apartment being damaged or destroyed by fire or otherwise as soon as reasonable practicable, to use the insurance money in repair, reinstatement of the said Unit/Apartment.
30. That the doors, windows etc. in the said Unit/Apartment shall be made of wood and are likely to be swollen during monsoon due to humidity/ dampness and thereby can cause some hardship to the Purchaser/s. It is due to act of nature. The Purchaser/shall not be entitled to claim any damages on that ground. Similarly the Purchaser/shall also not be entitled to recover any damages due to rusting of stoppers, etc which is usual due to monsoon humidity.
31. Similarly the leakage of water from the toilets, bathrooms and pantry is also likely to happen in our unit as from the neighboring and upper units. Leaked water/moisture is likely to appear on the walls of my/our unit and that may deteriorate the painting and plaster on the walls. Purchaser/s are aware that water is a substance which is likely to escape resulting into its leakage. 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 unconnected with construction. Use of Acids for cleanliness, vibration of heavy duty washing machines, hot water, hard water, rough use, etc are likely to damage pipelines, tiles and their joints. The joints of flooring tiles and wall tiles are also likely to be damaged by such use. Purchaser/s agree that the Maintenance Agency shall not be liable for any damage in our unit due to leakage of water and its various other bad effects.
32. The Lift facility in this building shall be used as per rules of the Promoter/ Service society. It is to be economically used. The Purchaser/s as well as their employees or visitors shall not misuse the said lift and Purchaser/s shall take necessary care and shall co-operate about the use. The lift is of good quality. But it is a machine and is not manufactured by the Promoter / Service society and Promoter purchased it from reputed company, which company installed the said lift in the said building with the help of their engineers/staff. Therefore during the use of the lift and even as a result of any defect or otherwise, if any one is injured or any damage to the life or Unit/Apartment occurs then the Promoter / Service society shall not become responsible or liable for it and the Purchaser/s or his employees etc shall not demand/ shall not be entitled to demand such damages/compensation from them and the Purchaser/s hereby give their assurance and consent in it.

33. That Promoter installed some fittings and fixtures of branded companies in the said Unit/Apartment and same shall be use as per guidelines of manufacturer company and if any defect found same will be repaired or replaced by the branded company as per warrantee period and Promoter will not be liable for any type of such repair or replace.
34. That Purchaser/s agree and assure that if he has made payment by way of post dated Cheque or any other instrument (other than Cash) same must not be dishonored by any reason whatsoever, otherwise Promoter shall be free to take appropriate Legal action under the Negotiable act as well as any other law that may be applicable against Purchaser/s or otherwise. That any dispute that may be occur between Purchaser/s at any time it will be subject to Ahmedabad Jurisdiction and whatever expense are suffered by the Promoter the same shall have to be reimbursed by Purchaser/s. The Purchaser/s agree that in such event, the Promoter shall be free to terminate the said Deed of Conveyance at its sole desecration, and will be entitled to transfer the said Unit/Apartment to any other Prospective Purchaser/s at such price as it may deem fit, and amount paid by Purchaser/s will be re-paid to the Purchaser/s after deducting necessary administrative Charges.
35. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to conform to Actor the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
36. Dispute Resolution:- Any dispute between parties shall be settled amicably under mutual discussion and failure to settle the dispute amicable, 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.
37. That the Purchaser/s and the persons to whom the said Unit/Apartment shall be subsequently transferred, assigned or given possession of with the permission of the Promoter/ Service society of the said Project shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said Promoter / Service society may require for safeguarding the interest of the said Unit/Apartment and its occupiers.
38. Promoter has availed loan on security of the said Project of Rs. 25 Crore from the Capri Global Capital Ltd by Mortgaging the property, so Promoter will have touse said sale consideration of the said Unit to repay loan and before execution of Deed of Conveyance in favor of Purchaser the Promoter will obtain NOC for release charge over the said Unit from the said Bank/Financial Institution and except that there are no other encumbrances upon the said Land or the Project;

38. That all notices to be served on the Purchaser/s and the Promoter as contemplated by this deed shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by Registered Post at their respective addresses specified below:

Name of Purchaser/s	:	As above
Address of Purchaser/s	:	As above
Name of Promoter	:	Abjibapa Infra
Address of Promoter	:	1, Manilal Park, Nr. Nobel School, Kathwada Road, Naroda, Ahmedabad 382330

It shall be the duty of the Purchaser/s and the Promoter to inform each other of any change in address subsequent to the execution of this Deed of Conveyance in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser/s, as the case may be. That in case there are Joint Purchaser/s all communications shall be sent by the Promoter to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/ss.

39. That if the Purchaser/s are found to have committed breach of any of the conditions without prejudice to the right of exclusion of the Purchaser/s from the occupation and membership of the said building and the said Service Society shall have absolute right to compel the Purchaser/s to restore the premises to the original position and in default, shall have a right to cause it to be done through its agents and employees at the cost of Purchaser/s and transfer it in any manner they like for making good the losses, expenses etc.

40. The transaction covered by this agreement at present is not understood to be eligible to tax under some direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipment used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser/s on demand at any time.

41. The transaction covered by this agreement is eligible to GST, Stamp Duty or any other direct or indirect taxes the same shall be borne and payable by the Purchaser/s.

42. 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 Promoters in favour of the Purchaser/s both present and future shall be borne by the Purchaser/s alone.

43. Any dispute between parties shall be settled amicably under mutual discussion and failing which it may be settled under Arbitration and Conciliation Act, 1996. In case of failure to settle the dispute amicably or through arbitration, the same, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and the Jurisdiction will be at Ahmedabad.

44. after getting BU permission of **DEV AASHISH SKY** Additional project FSI , The common area and the right of the terrace will not belong to the promoter All rights will belong to the society or association i.e., the buyers
45. The Purchaser along with other purchaser/s of the Unit in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and executed the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall take by the Purchaser if any changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of co-operative societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
46. The promoter has registered the project under the provisions of the act with the real estate Regulatory authority vide RERA
No _____ at Ahmedabad. And for that we
have registered the agreement for sales with at Sub registrar Office wider Serial
No _____ Dates _____, those agreement are binding to the both
the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that immovable property being **Unit/Apartment No.** _____in **Block No.** “_____” admeasuring about _____sq.mts. (Carpet Area including balcony/wash area) on _____Floor togetherwith adjoining Terrace admeasuring _____sq.mts. and Undivided Land admeasuring_____sq.mts.in building known as “**DEV AASHISH SKY**” constructed on the Freehold Non-Agricultural Land bearing Old Revenue Survey No. 568/2 and 569 and bearing Final Plot No. 446 admeasuring 19237 sq. mtrs. paiki Sub-Plot No. 2 admeasuring 7023.94 sq. yards i.e. 5872.91 sq. mtrs. (as per approved plan of Ahmedabad Municipal Corporation) of Old T.P. Scheme No. 1 {New T.P. Scheme No. 39 (Naroda-1)} of Mouje Naroda of Taluka Asarva in the District of Ahmedabad and Registration Sub-District of Ahmedabad-6 (Naroda) (hereinafter called the “**Said Land**”). Non-Agricultural Land bearing Old Revenue Survey No. 568/2 and 569 and bearing Final Plot No. 446 admeasuring 19237 sq. mtrs. paiki Sub-Plot No. 2 admeasuring 7023.94 sq. yards i.e. 5872.91 sq. mtrs. (as per approved plan of Ahmedabad Municipal Corporation) of Old T.P. Scheme No. 1 {New T.P. Scheme No. 39 (Naroda-1)} of Mouje Naroda of Taluka Asarva in the District of Ahmedabad and Registration Sub-District of Ahmedabad-6 (Naroda) (hereinafter called the “**Said Land**”). And situated at – Bh Capital Commercial Complex, Nr. Sahitya Hill & icon, Opp Eknath Complex, Haridarshan to Swaminarayan Mandir Road, Naroda, Ahmedabad 382330 and same is bounded as follows:

The said Unit/Apartment is bounded as follows :

On or towards the North : «**North_**»

On or towards the South : «**South_**»

On or towards the East: «**East_**»

On or towards the West :«**West**»

The Said Land is bounded as follows :

On or towards the North : FP 447

On or towards the South : FP 441 and FP 446 of Sub Plot 3

On or towards the East : FP 446 Sub Plot 1

On or towards the West : 18.29 Sq Mtr TP Road and FP 446Sub Plot 3

THE SECOND SCHEDULE ABOVE REFERRED TO

The aforesaid Flat/Apartment is along with common rights in all common utilities & amenities such as Lift, CCTV Camera, Common Passage, Water Tank, with Pump, common road and Electric Motor, and electric meter provided or usage of above Common amenities to be provided in the said scheme except exclusive right of Promoter/ Service Society as mentioned hereinabove.

Common Amenities
> Indoor Games
> Landscape Garden
> Children Play Areas
> Pressure Pump
> Water Supply with bore well

(Part-II)

The aforesaid Unit/Apartment/Apartment is alongwith common rights in all common utilities & amenities such as Lift, Back Up D.G. Generator, Integrated security System, Common Passage, Water Tank, with Pump, common road and Electric Motor, and electric meter provided or usage of above Common amenities to be provided in the said scheme except exclusive right of Promoter/ Service Society as mentioned hereinabove.

PROJECT SPECIFICATION
STRUCTURE
> Earthquake resistant RCC frame structure design for seismic conditions as per regulations codes.
PLASTER
> Inside single coat chhat mala plaster with double coat cement patty and primer coat.
> External double coat sand faced plaster with weather resistant Acrylic paint.
FLOORING
>Vitrified Tiles in Flooring
KITCHEN
>Platform with Telephone Black Marble

> Good Quality sink.
SANITARY WARE
> WC, TAP and Diverter
UTILITY
> Kota Stone Flooring.
>Dedo White Ceramics.
> Provision for RO plant. And Washing Machine
WINDOWS
>aluminum section
ELECTRIFICATION
> 3 Phase copper concealed (ISI) wiring with modular switches.
> MCB & ELCB ensuring maximum for safety.
SECURITY
> CCTV in common areas and access control in lobby.

Description of theUnit/Apartment : Unit/Apartment No. «Flat_No»

**B/H Capital Commercial Complex, Nr Sahitya Hills and Icon, Opp. Eknath Complex
Haridarshan to SMVS Swaminarayan Mandir Road, Naroda, Ahmedabad**

In witness whereof the parties hereto have hereunto set and subscribed their hands in
Witness whereof the day and month first hereinabove written.

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER

M/s. Abjibapa Infra, a Partnership Firm of Ahmedabad through its Authorised
Partner Jigar Shivabhai Patel

In the presence of :

- 1.
- 2.

MEMO OF CONSIDERATION

Rs. «Sale_Deed»/-(Rupees «Sale_Deed_in_Words»Only) Paid by the Purchaser/s to Promoter as and by way of full and final consideration money in the following manners. The receipt whereof the Promoters do hereby acknowledge.

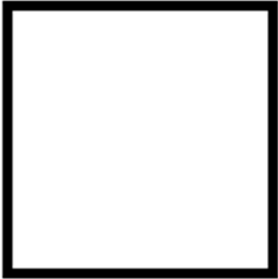
Sr No	Date	Bank Name	Branch	Cheque No	Amount
Total Amount					

WE SAY RECEIVED

M/s. Abjibapa Infra, a Partnership Firm of Ahmedabad through its Authorised Partner Jigar Shivabhai Patel

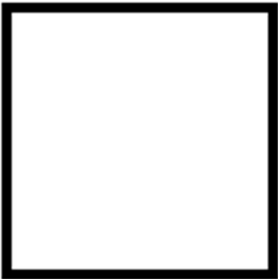
SCHEDULE UNDER SECTION 32-A OF
THE INDIAN REGISTRATION ACT

PROMOTER	PHOTO	LEFT HAND
		THUMB IMPRESSION

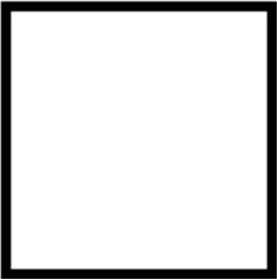


M/s. Abjibapa Infra, a Partnership Firm of Ahmedabad through its Authorised Partner Jigar Shivabhai Patel

PURCHASER



(1) _____



(2) _____

(24)

[Unit Photo]

Purchaser

Promoter

(25)

[Unit Photo]

Purchaser

Promoter