

(1)

DEED OF CONVEYANCE

FOR RS. _____ /-

THIS DEED OF CONVEYANCE (hereinafter referred to as the “**Conveyance Deed**”) is made at Ahmedabad on this ____ day of _____, Two Thousand Twenty-Two:

BETWEEN

(1) Mahendrakumar Bhanvarlal Purohit AKA Rajpurohit, [AADHAAR : 4937 3425 3424], **(2) Preeti Mahendrakumar Purohit AKA Rajpurohit**, [AADHAAR : 7456 5315 4943], No.1 & No.2 both adult, residing at 3, Subhash Society, Behind Ishwar Bhuvan, Near Commerce Six Road, Navrangpura, Ahmedabad, **(3) Mukesh Ratanlal Samdani** [AADHAAR : 4080 4477 0379], adult, residing at 28, Patel Society, Near Police Commissioner's Office, Shahibaug, Ahmedabad and **(4) Addis Infratech**, a partnership firm, having its office at 32, 3rd Floor Roopa Building, Sona Roopa, Opp. Lal Bunglow, C. G. Road, Ahmedabad represented through its authorized partner Vikas Kanaiyalal Shah, [AADHAAR : 9768 0688 9725], hereinafter collectively referred to as “**The Land Owners**” (which expression, unless repugnant to the context or meaning thereof, shall mean and include the Land Owners and their heirs, representatives, executors and administrators from time to time) of the FIRST PART

AND

Addis Infratech, a partnership firm, having its office at 32, ____ Floor, Roopa Building, Sona Roopa, Opp. Lal Bunglow, C. G. Road, Ahmedabad represented through its authorized partner Vikas Kanaiyalal Shah, [AADHAAR : 9768 0688 9725], hereinafter referred to as the "**Developer**" and/or the "**Promoter**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include the partner(s) for the time being constituting the said Developer and its representatives, executors and administrators of the *surviving partner*) of the **SECOND PART**;

AND

(1) **XYZ**, (PAN : _____) (AADHAAR : _____) aged about _____ years and (2) **ABC**, (PAN : _____) (AADHAAR : _____) aged about _____ years both Hindu by religion, residing at _____, hereinafter collectively referred to as the "**Allottee**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include them, their legal heir(s) legal representatives, executors, successors in interest and permitted assigns) of the **THIRD PART**.

For the sake of convenience, the Land Owners, Promoter and the Allottee shall be hereinafter collectively referred to as the Parties and individually as Party.

INTERPRETATION

In this Conveyance Deed, unless the context otherwise requires:

- i. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Conveyance Deed, from time to time be amended, supplemented or re-enacted;
- ii. Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- iii. The captions and headings, if any, are for the purpose of convenience and reference only and shall not be deemed to supersede or modify the substance in the text written there-under and shall not be used in and shall not affect the construction and interpretation of this Conveyance Deed;
- iv. Terms and words beginning with capital letters and defined in this Conveyance Deed shall have the meaning ascribed thereto herein, and terms and words defined in Annexure/Schedule and used therein shall have the meaning ascribed thereto in Annexure/Schedule;
- v. Words "include" and "including" are to be construed without limitation;
- vi. Any reference to "day" shall mean a reference to a calendar day; any reference to "month" shall mean a reference to calendar month;

- vii. Annexure, Plans and Schedules to this Conveyance Deed form an integral part of this Conveyance Deed and will be in full force and effect as though they were expressly set out in the body of this Conveyance Deed;
- viii. Reference to this Conveyance Deed or any other agreement, deed, instrument or document of any description shall be construed as reference to such agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, notated or suspended;
- ix. Reference to Recitals, Clauses, Sub-Clauses, Schedules, Annexure in this Conveyance Deed shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Sub-Clauses, Schedules, Annexure of or to this Conveyance Deed;
- x. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Conveyance Deed is not a business day, then the period shall run until the end of the next business day;
- xi. Any word or expression used in this Conveyance Deed shall unless defined or construed in this Conveyance, bear its ordinary English meaning;

WHEREAS

- A. Land Owners herein are seized and possessed of or otherwise well and sufficiently entitled to all that land admeasuring 1887.37 square meters bearing consolidated city survey no.1359 (earlier city survey nos.1359, 1359/1, 1359/2, 1360, 1361, 1361/1, 1361/2, 1362, 1362/1, 1362/2, 1363, 1363/1 & 1363/2) (comprising of the-then plot nos.12, 13, 14 & 15 of Vishwas Co.Op. Society Limited + internal road) (1732.54 square meters of land as per approved plans) forming part of final plot no.300+305 paiki 2 of town planning scheme no.20 (Gulbai Tekra) situated at mouje Kocharab, Taluka Sabarmati within Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad (hereinafter referred to as the “**said Land**” and more particularly described in the **First Schedule** hereunder written).
- B. By virtue of various registered sale deeds the Land Owners have purchased various residential units developed on the-then city survey nos.1359, 1359/1, 1359/2, 1360, 1361, 1361/1, 1361/2, 1362, 1362/1, 1362/2, 1363, 1363/1 & 1363/2 of the Vishwas Co.Op. Housing Society Limited (said Society) and in pursuance to the same became members of the said Society. Subsequently the said Society through its members and administrators i.e. the Land Owners have made necessary application to the office of the City Survey of Superintendent for the consolidation of the property cards of the said Land into one land parcels and in pursuance to the same the City Survey Superintendent-1, Ahmedabad vide its order no.CTS/T.P.20 Gulbai Tekra/ Consolidation/City Survey No.1359/2022 dated April 1,

2022 consolidated the said Land bearing city survey nos.1359, 1359/1, 1359/2, 1360, 1361, 1361/1, 1361/2, 1362, 1362/1, 1362/2, 1363, 1363/1 & 1363/2 into one land parcel bearing consolidated city survey no.1359 and the same has been recorded in the city survey records vide mutation entry no.4851 dated April 6, 2022, which has been certified by the competent authority on May 12, 2022.

- C. Subsequently by virtue of deed of assignment dated June 23, 2022 the said Society as the Assignor therein have assigned and transferred all its right, title and interest in the said Land to its members i.e. the Land Owners. The said deed of assignment has been registered in the office of the sub-registrar, Ahmedabad-4 (Paldi) vide sr.no.10931 on June 24, 2022 and in pursuance to the above Land Owners became absolute owners and occupiers of the said Land and the same has been recorded in the revenue records vide mutation entry no.4956 on June 29, 2022, which has been certified by the competent authority on _____.
- D. The Land Owners with a view to develop a residential project on the said Land as permissible under the relevant town planning regulations and to be known as '**THE LIFE**', which shall include undertaking the development/construction of residential building(s) comprising residential flats, preparing layout, capping, providing common infrastructure and amenities, developing units as per the Approved Plans (as defined hereinafter) etc., raising necessary funds during the process of entire development activities and finally to sell the developed units to the prospective purchaser(s) and/or (hereinafter referred to as the "**Project**") and therefore by virtue of Development Agreement dated June 29, 2022 appointed the Developer/Promoter herein conferring it development rights for the development of the Project in accordance with the terms and conditions setout therein. The said Development Agreement has been registered in the office of the sub-registrar, Ahmedabad-4 (Paldi) vide sr. no.11260 on June 29, 2022.
- E. The Ahmedabad Municipal Corporation (hereinafter referred to as the "**AMC**") has approved the proposed development plans under reference no. BLNTS/WZ/290422/CGDCRV/A6016/R0/M1 in relation the Project to be known as the Life proposed to be developed on the said Land on June 6, 2022 (hereinafter referred to as the "**Approved Plans**"). The permission to commence the construction of the said Project on the said Land, in accordance with the Approved Plans was given by the AMC vide commencement letter (Rajachitthi) No. 06398/290422/A6016/R0/M1 on June 6, 2022 (hereinafter referred to as the "**Commencement Letter**").
- F. The Promoter has subsequently promoted the Project of residential scheme to be known as "The Life" to be developed on the said Land

comprises development of *inter alia* one building (i) Parking Space in the First Cellar, (ii) Parking Space, electric sub-station and common amenities on the Ground Floor and (iii) 28 (twenty eight) residential units located on First Floor to seventh Floor (4 units on each floors) along with the Stair Cabin & Over Head Water Tank (hereinafter referred to as the “**said Building**”) along with the development of various common facilities and amenities in the common areas (as defined hereinafter) of the said Land and the said Building *inter alia* foyers, elevators, stairs.

For the sake of convenience and reference in this deed, the underlying land on which the said Project is developed, the stair cases, lifts, lift lobbies, fire escapes, common entrances and exits of buildings, common plot, common cellar, common terraces, parking areas, security cabins, electricity rooms, water tanks, system for water conservation, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, all facilities as provided in the said Project shall be referred to as the “**Common Areas**” (as more particularly described in the **Second Schedule** herewith). The Common Areas will be used collectively and undividedly amongst/by all the Allottees holding apartment(s) in the Project

- G. The Allottee herein approached the Promoter with the intent to purchase a residential apartment in the said Project and in pursuance to the discussion held amongst the Parties, the Promoter & Land Owners have agreed to allot/sale and the Allottee has agreed to purchase Flat No. _____ admeasuring _____ square feet i.e. _____ square meters of super built-up area which include RERA carpet area admeasuring _____ square meters + _____ square meters of wash area + _____ square meters of balcony area located on the ____ Floor in the said The Life building (“**said Apartment**”) together with the undivided proportionate share admeasuring _____ square meters in the said Land (**Undivided Proportionate Share**) as well as the right to use the Common Areas in the said Project. For the sake of convenience and reference in this Deed of Conveyance the said Apartment together with the Undivided Proportionate Share in the Common Areas shall be collectively referred to as the “**said Property**”; The said Property is more particularly described in the **Third Schedule** hereunder written.
- H. The carpet area of the Said Apartment as set out above. "carpet area" means the net usable area of the Said Apartment, excluding the area covered by the external walls and areas under services shafts but includes the area covered by the internal partition walls of the Said Apartment.
- I. Pursuant to the above Promoter has issued a provisional letter of allotment dated _____ in respect of the Said Apartment to the

Allottee and upon payment of the amount equivalent to 10% or thereabout as well as additional amount of earnest money by the Allottee to the Promoter, the Promoter and the Land Owners have agreed to sell the Said Property to the Allottee for a consideration of Rs._____ (Rupees _____ only) being an aggregated price of the Said Apartment + Balcony + Wash Area + proportionate price of the common areas and facilities + proportionate price of the Undivided Proportionate Share (hereinafter referred to as the "**Sale Consideration**") and entered into an agreement for sale in respect of the Said Property in accordance with the terms and conditions setout thereunder. The said agreement for sale has been registered in the office of the Sub-Registrar of Assurances, Ahmedabad-4 (Paldi) vide sr.no._____ on _____ (hereinafter referred to as the **Agreement**) or However the Parties have agreed not to enter into any agreement for sale and directly proceed for the execution of Sale Deed.

- J. The Promoter and the Land Owners have given inspection to the Allottee of all the documents of title relating to the Said Land and the plans, designs and specifications prepared by the Promoter's Architects 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 Gujarat Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as "the said Rules") made thereunder and the Allottee is satisfied in respect of the same;
- K. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter/Land Owners, authenticated copies of extract of revenue records / city survey records showing the nature of the title of the Land Owners to the Said Land on which the said Project is developed have also been inspected by the Allottee and is satisfied in respect of the same.
- L. The Promoter has submitted the Project for registration with the Real Estate Regulatory Authority (RERA) as per the provisions of the Said Act and the Said Rules and pursuant to the same the Project has been registered with RERA under Reference/Order No._____ dated _____. (Copy of Registration Certificate is annexed herewith at **Annexure-A**)
- M. The authenticated copies of the Approved Plans of the Layout as approved by the Ahmedabad Municipal Corporation, the authenticated copies of the plans and specifications of the Said Apartment agreed to be purchased by the Allottee and the authenticated copies of the layout and floor plans as proposed by the Promoter and according to which the construction of the projects and Common Areas are proposed to be provided for in the said Project

has been inspected by the Allottee. (copies of the layout and floor plans are collectively annexed herewith at **Annexure-B1 & Annexure-B2**)

- N. The Promoter undertook the development of the Project as per the Approved Plans and has completed the construction of the said Building and other development works of the said Project; and pursuant to the same AMC has issued the Building Use Permission (BU) vide its reference no. _____ dated _____ (copy of the same is annexed herewith as **Annexure-C**).
- O. In pursuance to the confirmations, representations and assurances given by the Parties to each other to faithfully abide by all the terms, conditions and all applicable laws the Promoter/Land Owners are hereby executing this Deed of Conveyance in respect of the Said Property in favor of the Allottee.

NOW THIS INDENTURE WITNESSETH that

1. In pursuance of the aforesaid and the full and final aggregated amount of Sale Consideration of Rs. _____ (Rupees _____ Only) being duly paid by the Allottee to the Promoter (out of which a sum of Rs. _____/- (Rupees _____ Only), being the amount towards the tax deducted at source ("TDS") under the provisions of Section 194-IA of the Income Tax Act, 1961, deposited by the Allottee with the income tax authorities prior to execution and registration hereof to the credit of the Permanent Account Number of the Promoter) (the receipt whereof the Promoter/Land Owners doth hereby admit and acknowledge and acquit, release and discharge the Allottee from every part thereof forever and a copy of the payment receipt is more particularly set out in this Deed), the Promoter/Land Owners doth hereby convey, transfer, assign, assure, grant in favour of the Allottee free from encumbrance and reasonable doubts the right title and interest in the said Property being Flat No. _____ admeasuring _____ square meters equivalent to _____ square feet of super built-up area which include RERA carpet area admeasuring _____ square meters equivalent to _____ square feet + _____ square meters of wash area + _____ square meters of balcony area located on the _____ Floor of the said Building together with the undivided proportionate share admeasuring _____ square meters in the said Land along with the right to use the Common Areas in the said Project and that the Promoter has simultaneously upon execution hereof handed over unto the Allottee the vacant, peaceful and physical possession of the said Property free from all encumbrances **AND THAT** the Allottee and his/her/their successor(s) in title and assigns at all times hereafter at will and pleasure of the Allottee for all permitted purposes only shall be entitled to free ingress to and egress from the said Property **AND**

ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Promoter into out of or upon the said Property or any part thereof and TO HAVE AND TO HOLD all and singular the said Property hereby transferred, assigned, granted and assured or intended or expressed so to be with their and every of their rights and appurtenances UNTO AND TO THE USE and benefit of the Allottee, his/her/their successor(s) in title and assigns forever however SUBJECT TO the terms herein contained including the payment of all AND THAT notwithstanding any act, deed, matter or thing whatsoever by the Promoter or 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 the Promoter/Land Owners now hath in themselves good right full power and absolute authority to grant, convey, transfer and assure the said Property hereby granted, conveyed, transferred and assured or intended so to be unto and to the use of the Allottee in manner aforesaid **AND THAT** it shall be lawful for the Allottee from time to time and at all times hereafter peaceably and quietly to hold enter upon, use, occupy, possess and enjoy the said Property hereby granted conveyed transferred and assured with their appurtenances without any hindrance, lien, charge, interest, denial, demand, interruption, eviction and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit **AND THAT** the Promoter/Land Owners have handed over unto the Allottee the copies of all the relevant documents, abstracts and extracts in relation to the Said Property **AND THAT** free and clear and freely and clearly and absolutely acquitted, exonerated, released and for ever discharged or otherwise by the Promoter well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estate, title, charges and encumbrances whatsoever either already or hereafter had, made, executed, occasioned or suffered by the Promoter or by any other person or persons lawfully or equitably claiming or to claim, by, from, or under or in trust for him **AND THAT** the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee do and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for better, further and more perfectly and absolutely granting and assuring unto and to the use of the Allottee as shall or may be reasonably required by the Allottee, their successors or assigns or their counsel in law for assuring the said Property and every part thereof hereby sold, granted, conveyed, transferred and assured unto and to the use of the Allottee in the manner aforesaid **TOGETHER WITH** right of passage and right of way for the purpose of the said Apartment transferred to the Allottee and use all common areas and facilities provided in the said scheme for the use of Allottee including

elevators, staircase of the said Building and more particularly for the use of the said Apartment transferred under this deed, specific use of elevator to approach the said Apartment and the use of staircase that may be existing **AND TOGETHER ALSO WITH** all and singular all deed and documents, writings, vouchers and other evidence of title and the plans, designs and relating to the said Project Land and said Apartment or any part thereof and of such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same **AND TOGETHER ALSO WITH** the right to use all other Common Areas provided with the Apartment in the said Project **AND TOGETHER ALSO WITH** all paths, passages, water courses, ditches, drains, lights, electric and telephone cables and connections, liberties, easement, rights, privileges, advantages and appurtenances whatsoever to the said Apartment belonging or in anywise appertaining to or with the same or any part thereof now or at any time, hereto before usually held, used, occupied or enjoyed or reputed or known as part thereof or appurtenant thereto **AND ALL** the estates, rights, title, interest, use, possession, both at law and equity of the Promoter/Land Owners into, out of or upon the said Apartment and all benefits, claims and demands whatsoever in or upon the said Apartment hereby granted, conveyed, transferred and assured or intended so to be with it and every of its rights and appurtenances UNTO and to the use and benefit of the Allottee forever subject to all assessments, rates, duties or any other dues chargeable upon the same or which may become payable in respect thereof from the date of these presents to the Central Government, State Government, Municipal Corporation and/or any other local authority and that previous liability thereof have been discharged by the Promoter and if found to be payable, the liability thereof will be that of the Promoter **AND** the Allottee covenants with the Promoter/Land Owners that Allottee has verified the area and specifications of the Apartment and has found the construction/specifications in accordance with the plans and specifications and to their satisfaction and agrees and confirm the same to be transferred by the Promoter to them as an Apartment holder.

2. Upon execution hereof and pursuant to the complete satisfaction of the Allottee in relation to the said Project *inter alia* the documentation, title, development, construction, specifications, lay out and in furtherance to the mutual representations and assurances given by the Parties and subject to the Allottee's undertaking and representations to abide by all the rules, regulations and the bye laws of the said Project, the Promoter/Land Owners have hereby executed this Deed of Conveyance to duly convey, assign, transfer the right title and interest in respect of the

said Property in favor of the Allottee and the Promoter has handed over the vacant and peaceful possession of the said Apartment unto the Allottee which the Allottee has doth admitted and acknowledged without any complaint or grievance.

3. The Allottee covenants to the Promoter/Land Owners that he/she/there are aware that a service society / an Association of Persons to be known as _____ (**said Organization**) has been formed/incorporated for the proper and effective administration of the said "The Life" and the allottee has/have paid an amount of Rs. _____ towards life time maintenance deposit as well as Rs. _____ towards two years advance maintenance charges (calculated on monthly basis) with the said Organization. The Allottee shall be a member of the said Organization and shall follow all the rules, regulations and byelaws of the said Organization from time to time and shall use the common amenities and facilities along with other members of the said Organization.
4. The Promoter shall hand over the administration, management and books of accounts to the relevant committee of the said Organization once appropriate management committee of atleast 7 (seven) members appointed (which include chairmen, secretary, treasurer and other ordinary committee members) by the allottee(s)/purchaser(s) of the apartment in the said Project. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft byelaws, as may be required by relevant Authority or as the Promoter may deem fit. The Promoter may at its discretion appoint a maintenance agency for the up-to-date and professional operation and maintenance of the Common Areas in the Project and the Organization as well as the Allottee shall adhere with the terms and conditions of the said agreement including making timely payment of the maintenance charges which shall be subject to escalation from time to time.
5. The Promoter shall not have any claim over FSI and/or additional FSI and/or terrace rights after issuance of Building Use (BU) permission and any such available rights shall be the entitlement of the said Organization of the members of the said Project.
6. The Allottee represents, undertakes and warrants that: -
 - i. The Allottee, as the apartment holder in the said Building, will duly get admitted as the member of the Organization and will sign and execute all such necessary application forms, affidavits, declarations, undertakings, model bye laws/bye laws formed by the Organization from time to time and at all times as may be required and amended by the Promoter and/or the Organization;
 - ii. The Allottee covenants that any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably,

which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations, thereunder;

- iii. The Promoter shall be in absolute control of the said Project as well as all the unsold apartments in the said Project till the Promoter has received full and final consideration for each and every apartment in the said Project and each one of them is duly conveyed/transferred in favor of its respective Allottees;
- iv. The Allottee has adequately satisfied him/her/them about the title and specification of the overall Project and that the Allottee has no grievance or complaint in relation to the said Property in any manner whatsoever inter alia in relation to the documentation, title, development, construction, delivery, specifications, workmanship or materials or used therein;
- v. Since the date of provisional letter of appointment the said Apartment as well as the execution of the Agreement to Sell till the date of execution hereof, the Allottee and/or any one representation the Allottee have not entered into any deed, document, arrangement or writing in relation to the right title or interest in the said Property in favor of any person, lender or entity in any manner whatsoever inter alia in form of Gift, Transfer, Assignment, Charge, Mortgage, Family Distribution, Exchange, Guarantee, Collateral Security or otherwise and that there is no restriction or impediment on the Allottee in any manner whatsoever to enter into this Deed under any law or otherwise;
- vi. Vide execution hereof, the Promoter/Land Owners has sold, transferred and conveyed the right title and interest in favor of the Allottee limiting to the said Apartment together with undivided proportionate share in the said Land only and no other area in the said Project and that the Promoter shall be without any restriction or requiring any approval of the Allottee shall be entitled to deal with the other flats and space in the said Project in favor of any other person in the manner the Promoter may deem fit;
- vii. The Allottee shall not do or suffer to be done anything in or to the Project in which the said Apartment is situated which may be against the rules, regulations or bye-laws of the Organization and the Allottee shall not change/alter or make addition in or to the said Project, structure or façade or lay out of the said Apartment itself or any part thereof without the prior written consent of the Promoter and the Organization;
- viii. The Allottee shall carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it is delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the project in which the said Apartment is situated or the said Apartment which maybe contrary to the rules and regulations and bye-laws of the Organization, 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 consequences thereof to the concerned local authority and/or other public authority. The Allottee shall maintain the said Apartment in good and tenable condition and shall take and cause to be taken proper care while carrying out the fit-outs, repairs, interior work in the said Apartment. The Allottee agrees and undertakes that in the event of any damage/harm caused to the said Apartment and/or the surrounding areas or Common Areas by the Allottee and/or its agencies, service providers, contractors, agents, employees, visitors, labor etc. then the Allottee shall be solely responsible and liable at his/her/their cost and expense to forthwith repair it and restore it to the original condition;

- ix. The Allottee shall not undertake structural or civil modification, alteration or renovation of any structural part in the said Apartment or any exterior part of the said Building in any manner whatsoever at any time without having the express written permission is obtained from the Promoter. The Allottee shall not make any temporary or permanent addition or alterations in the structure i.e. extension or covering of area of the said Apartment nor shall do anything which may cause damage or which may weaken the structure of the said Building. If the Allottee undertakes such alteration or modification then Promoter shall not be held liable for any future structural defect in the said Building;
- x. The Allottee shall keep the said Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the said Building other than the said Apartment;
- xi. The Allottee shall not at any time demolish or cause to be demolished the said Apartment or any part thereof nor shall make any additions or alterations in the design or specifications thereof nor shall make any new opening of door, window or otherwise and the shall not make any alterations in the elevations and outside color scheme of the outer wall in the exterior of the said Apartment. The Allottee shall not decorate the exterior of said Apartment other than in the manner in which the same is decorated;
- xii. If any penalty, premium or any other charges are levied by the AMC or any other authority in respect of any additions or alterations if made by the Allottee, the same shall be borne and paid by the Allottee, if the same are concerning the said Apartment and/or to the extent of the undivided entitlement of the Allottee in the said Land, and if the same area of common nature, by the Allottee in common with others;
- xiii. The Allottee shall observe and perform all the rules and regulations which the Organization 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 Project

and the said Apartment therein and for the observance and performance of the Project 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 Organization regarding the occupancy and use of the said Apartment in the Project and shall timely pay and contribute regularly and punctually towards the taxes, water charges, insurance, common lights, repairs, esthetical lay out on the exterior of the said Apartment, salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land;

- xiv. The Allottee shall not change, or make any holes or openings, or draw or lay any wires, cables, pipes through, or in any other manner damage, the columns, beams, slabs or RCC part or walls or other structural members of the said Apartment or any part of the said Project and the Allottee shall not close verandah or balconies and/or shall not carry out any changes in the elevation and outside color scheme of the said apartment and/or the said Building without prior written consent of the Promoter and/or the Organization;
- xv. The Allottee shall not use the said Apartment or permit the same to be used for any purposes whatsoever other than residence and shall not cause nuisance or annoyance to occupiers of the other premises and not use the said Apartment for any illegal or immoral purposes or for the purposes prohibited by law. The Allottee will not use or permit to be used the said Apartment or any part thereof for anything except residence (shall not be permitted to be used for any other purpose except residence inter alia hotels, guest house, office, PG, lodging & boarding, nursing home or hospital);
- xvi. The Allottee will not use or permit to be used the common passages, stairs, staircases or any other open areas, spaces, parking space, margin lands etc. for storage or keeping any articles or things and shall at no time demand any partition of the Common Areas of the said Project which shall only be used in undivided manner with the other apartment holders in the said Project;
- xvii. The Allottee shall not store in the said Apartment or in any common areas or open areas of the said Project and shall not bring in the said Building any goods, construction materials, debris including cement, steel, sand, bricks, stone etc. and things that are hazardous, combustible or with strong smell or excessively heavy so as to affect or damage the construction or structure of the building, and shall not carry or cause to be carried heavy packages to the said Apartment which are likely to damage the lifts, staircase, common passages, other spaces or any other structure or parts of the said Building, its amenities, facilities and services;
- xviii. In pursuance to the execution of this Conveyance Deed, in case of any amount becomes payable to the AMC, the State Government

or other public authority like betterment charges or development taxes or payment of similar and/or any other nature in relation to the entitlement of the Allottee under this Conveyance Deed to the said Property, the same shall be paid and borne by the Allottee and/or its successor in title as may be levied by the authority on pro-rata basis;

- xix. The Allottee shall be responsible and liable to bear and pay, at actuals, all Municipal Taxes, cesses, dues and impositions of every description of the AMC, Gram Panchayat, of the State and/or Central Government and/or any other public bodies and authorities, which exclusively relate to or pertain to the said Apartment;
- xx. All common maintenance expenses relating to security, sweeping, cleaning, lightening, maintenance, repairs, replacement, upgradation etc., of the said Building, and amenities, facilities, services, conveniences, and utilities therein; common expenses of administrative, management, staff, personals, maintenance of accounts and records and other similar or other related matters; and any other expenses of common nature shall be borne and paid by the Allottee and other Allottees of other premises, and as may be fixed by the Promoter.
- xxi. Without prejudice to aforesaid, if the Promoter makes any other arrangement for maintenance and to meet the common maintenance expenses, the same shall be binding upon the Allottee and the Allottee shall be obliged to act in accordance therewith, which may include payment of any amount by way of permanent maintenance deposit;
- xxii. The Common Maintenance will be required to pay by the Allottees of the said Project. Notwithstanding, the fact that the said Building is put to use and members in the said Project who have already purchased their respective apartments have commenced use of their respective apartments, involving use of Common Areas, the Promoter shall not be required to pay or contribute Common Maintenance for any un-disposed apartments or to pay any amount whatsoever towards maintenance of the Common Areas, and the same shall be paid upon the unsold apartments in the said Project.
- xxiii. The Organization consisting of the apartment holders in the said Project as its members and share holders for the purpose of operation and maintenance of the said Project and that the Allottee shall be bound to become a member of the Organization and to observe the terms and conditions and rules and regulations as set out in the bylaws of the Organization and the rules framed by the Organization from time to time and at all times;
- xxiv. The Allottee is aware that the Promoter shall operate and maintain the said Project and that the Allottee shall be bound to comply with all the terms, conditions, charges, rules and regulations laid/formed by the Promoter. The said Project shall be under the over-all control and management of the Promoter and of the Organization after the same is handed over to Organization, and such

management of undivided proportionate share in common areas shall be handed over to Organization and the decision of the Promoter/Organization/Maintenance Company (if any) in all matters relating thereto including code of conduct, rules and regulations for use in the said Project shall be final, conclusive and binding upon the Allottee;

- xxv. The common terrace area located on the top of the said Building shall form part of the Common Areas and the Allottee along with the other apartment holders in the said Project shall be entitled to use such common terrace in an undivided manner;
- xxvi. 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 Project or any part thereof to view and examine the state and condition thereof;
- xxvii. The Allottee has entered into this Deed and purchased the said Property as well as taken the possession of the said Apartment after having satisfied completely about the said Project including its development, documentation, title, specification, Common Areas and its facilities and construction of the said Project and that the Allottee has in no manner any dispute or discrepancy towards the same and that the Allottee further agrees and confirms that if at all in case of any variance between the earlier brochures, pamphlets or advertisement made by the Promoter relating to the said Project is found inconsistent with what has been conveyed and handed over by the Promoter to the Allottee vide this Deed, then the matters prevailing as on today and as set out in this Deed shall supersede and prevail as valid, subsisting and binding and that the Allottee has entered into this Deed upon such understanding willfully;
- xxviii. Any delay by the Promoter / Organization in enforcing the terms of this Deed of Conveyance or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoter / Organization of the Allottee nor shall the same in any manner prejudice the remedies of the Promoter / Organization;
- xxix. The Allottee hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents;
- xxx. The Allottee shall be provided car parking space in the said Project in respect of the said Apartment in favor of the Allottee. The parking space shall not be used for any purpose other than parking of private and personal vehicles. The rules, regulations, and discipline as regards to use, matters and things relating to parking by Apartment holder/s will be decided by the Promoter and/or the Organization (as may be applicable) and the same shall be binding upon the Allottee herein and other allottees/apartment owners in the said Project. The said Parking space provided to the Allottee will at all times be an inseparable and impartible estate whose rights shall remain attached with the said Apartment and that the said Apartment shall be transferred together with the parking space

in favor of the Allottee as well as the subsequent transfer of the said Apartment from time to time and that such parking space shall not be transferred separately;

- xxxi. The Allottee has agreed to indemnify and keep indemnified the Promoter and other flat holders against any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any delay, default, breach, act, omission or violation of any of the conditions and obligations aforesaid;
- xxxii. The Allottee hereby agrees that the Allottee shall transfer/sell, convey, or part with the possession of the said Property only after obtaining previous written permission of the Organization/Promoter and payment of all the outstanding dues as well applicable transfer fees and after obtaining in writing the No Objection Certificate as well as the No Dues Certificate and subject to the compliance and observance of all the rules, regulations, by laws, policies as well as the terms and conditions as may be decided by the Organization/Promoter. The Allottee shall take prior written permission from the Promoter/Organization before giving the said Property or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the Allottee to inform the concerned Police station about the renting of the said Property as per prevailing laws;
- xxxiii. If the Allottee are non-resident/foreign national of Indian origin, it shall be the sole responsibility of the non-resident/foreign national of Indian origin themselves to comply with the provisions of Foreign Exchange Management Act, 1999, or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law with regard to remittance of any amount and for acquisition of the Apartment or for transfer thereof. The Allottee shall strictly comply with such regulations and satisfy the Promoter in this regard, on failure whereof the Promoter may at its own discretion cancel the allotment of the said Apartment;
- xxxiv. The Allottee shall not construct, erect or place any hedge, grill, barricade, fencing, glazing, shuttering, walling or any structure, obstacle, enclosure, lean-to, awning, roofing, canopy, advertising or other signage at/over/around in front of any doorways, entrances, windows, external walls, verandah, etc. of the Apartment, or above/over/around any part or portion of the said Apartment, or the common open terraces, split portions, driveways, pathways, parking spaces or gardens and common areas of the Said Project Land with any barrier, whether of stone/cement/wood/metal, other than that originally provided and/or approved of by the Promoter;
- xxxv. The Allottee will not shift/change locations of kitchen/pantry and toilets in the said Apartment and/or affect the drainage system of the Said Building in any manner whatsoever without taking a prior written approval for the proposed change from the Promoter;

- xxxvi. The Allottee will comply with the placement requirements, specifications and type of air-conditioning outdoor units as may be determined by the Promoter. The Promoter has made external provisions for placing outdoor units and the Allottee shall use only such outdoor units. The Allottee further agrees and undertakes not to fix any air-conditioners at any places other than those earmarked for fixing the same, and/or which effect the elevation of the Said Building in any manner whatsoever;
- xxxvii. The Allottee confirms, agrees and understands that the said Apartment is constructed in accordance with standard specifications disclosed to the Allottee and that the Allottee is fully satisfied with regard to plumbing, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, glass, tiles and other items to be provided in the said Apartment and shall not at any time in future raise any claim, dispute, objection or contradicting contention whatsoever in that behalf.
- xxxviii. The Allottee has cross verified, through its independent architect and engineer, the area of construction of the said Apartment with the RERA carpet area and the built-up area and has found the construction in accordance with the sanctioned plans and specifications and have found the same to the best of their satisfaction;
- xxxix. 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 said Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- xl. 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 project in which the said Apartment is situated. The electric capacity as provided by the Promoter in the said Apartment is agreeable with the Allottee and in case of any requirement of additional electric load, the Allottee shall procure the same at its own cost and expenses from the relevant service provider subject to obtaining prior written permission from the Organization / Promoter;
- xli. 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 said Apartment by the Allottee for any purposes other than for purpose for which it is sold;
- xlii. The Allottee shall not 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 said Project in which the said Apartment is situated. The Allottee shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Organization or Limited Company/Promoter maintaining the common areas and facilities in the said Project.

- xliii. The Allottee hereby agrees that the said Project is and will always be known as "THE LIFE" and the name of the said Project shall not be changed in any circumstance whatsoever;
- xliv. The Allottee agrees and understands that the said Land, on which the said Project has been developed, has been duly conveyed in favor of the apartment holders in undivided proportionate share respectively together with the entitlement of the apartment holders in the said Project to use the Common Areas jointly in undivided manner and that no apartment holders in the said Project shall be entitled to seek partition of the said Land or the Common Areas at any time in future in any manner whatsoever. However at any time in future for any reason whatsoever, if the said Land and/or the Common Areas are expected or required to be conveyed in favor of the Organization or anybody comprising the apartment holders as the case may be in accordance with the Act, Rules and Regulations formulated under any applicable law of the government including RERA or otherwise, then at the time of registration of Conveyance or Lease of the said Land or the Common Area or any structure of the Building or Block of the Building, the apartment holders and/or their Organization shall be liable and responsible to bear the stamp duty and registration charges payable on such conveyance or lease or any document or instrument of transfer thereof and the Promoter in no manner shall be held liable or responsible to bear any cost, expense, charges, duties or otherwise including the stamp duty, registration charges, transfer charges or otherwise;
- xlv. This Deed shall be valid only after realization of all the payments; and if any cheques or payments not realized pursuant to the execution hereof then in such event all the transaction made by the Allottee by way of mortgage, sale, transfer, gift, lease etc. in respect of the said Property shall become void, invalid and illegal and valid only after realization of all payment of Sale Consideration;
- xlvi. The Allottee has purchased the said Apartment and entered into this Deed after having being adequately satisfied and duly confirmed itself inter alia with the lay-out, specifications, fittings, fixtures, products, brands, materials, quality and installations provided by the Promoter in the said Apartment and any changes/amendments/additions to the same, if required by the Allottee shall be subject to possibility of such changes to be undertaken at the discretion of the Promoter and shall be subject to additional cost as may be quoted by the Promoter for the relevant changes as may be proposed by the Allottee and further the Allottee shall in no manner be entitled to claim or receive any rebate or refund from the Promoter for such changes in any manner whatsoever;
- xlvii. The Allottee along with all the other apartment holders in the said Project shall be entitled to use all the Common Areas provided by the Promoter in the said Project;

7. The Sale Consideration set out in this Deed in respect of the said Property is exclusive of the taxes, levies chargeable by the Government both state and central or any local authority from time to time including but not limited to Sales Tax, VAT, GST, Service Tax etc., and the same shall be payable and/or be paid by the Allottee. Similarly, any additional statutory levies imposed by the Government, which may affect this transaction shall also be fully recovered by the Promoter from the Allottee and the Allottee shall be liable to pay the same without any demur or delay and that the Promoter shall have the first lien or charge on the said Property for any amount outstanding payable by the Allottee to the Promoter in relation to the purchase of the said Property under the terms agreed in this Deed;
8. This Deed shall be governed and construed in accordance with the RERA Act together with the rules and regulations formed thereunder and other relevant acts, rules and statutes formed by competent authority from time to time. If any term of this Deed of Conveyance are found illegal, invalid or unenforceable under RERA Act together with the rules and regulations formed thereunder or other relevant acts, rules and statutes, such term shall, insofar as it is servable from the remaining Terms, be deemed omitted from these Terms and shall in no way affect the legality, validity or enforceability of the remaining Terms which shall continue in full force and effect and be binding to the Promoter as well as the Allottee. In event of any contradiction to the terms and conditions mentioned hereinabove with the relevant acts, rules and statutes, the terms mentioned in such relevant acts, rules and statutes shall be binding to the Promoter as well as the Allottee.
9. **Severability** :If any provision of this Deed shall 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 Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this deed.
10. **Dispute Resolution:-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
11. The Land Owners have executed a Special Power of Attorney under section-33 of the Registration Act and under Article-45(a) of

the Gujarat Stamp Act in favour of Mr.Vikas K. Shah and Mr._____ as their power of attorney holder conferring powers to represent, lodge and confirm either jointly and/or severally all such agreements, deeds and other documents duly executed by us in respect of various apartments within the said Project, the said Special Power of Attorney has been registered in the office of the Sub-Registrar, Ahmedabad-4 (Paldi) vide sr.no._____ dated _____ and in pursuance to the same Mr._____ being a POA holder of the Land Owners representing this deed of conveyance in respect of the said Property before the office of the sub-registrar.

12. The Promoter Firm vide its authority letter dated _____ has authorized Mr.Vikas K. Shah and Mr._____, partners of the Promoter Firm are jointly and/or severally authorized for execution of this agreement and other documents of various apartments within the said Project and in pursuance to the same Mr._____ being an authorized signatory of the Promoter has executed this deed of conveyance in respect of the said Property in favor of the Allottee.
13. The said Property is situated within the radius of 500 meters of the notified disturbed area of the Government and therefore permission under the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants From Eviction From Premises In Disturbed Area Act, 1991 has been obtained for the execution of this Conveyance Deed.

FIRST SCHEDULE ABOVE REFERRED TO
(Description of said Land)

All that land admeasuring 1887.37 square meters bearing consolidated city survey no.1359 (1732.54 square meters of land as per approved plans) forming part of final plot no.300+305 paiki 2 of town planning scheme no.20 (Gulbai Tekra) situated at mouje Kocharab, Taluka Sabarmati within Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad, which is bounded as under;

On or towards East :- City Survey No.1325 & 1326

On or towards West :- City Survey No.1364 & 1365

On or towards North :- Adjoining TP Scheme No.31

On or towards South :- TP Road

SECOND SCHEDULE ABOVE REFERRED TO
(Common Areas and Facilities)

Stair cases, lifts, lift lobbies, fire escapes, common entrances and exits of buildings, common basements, common plot, common terraces, open parking areas, security cabins, electricity rooms, water tanks, system for water conservation, sumps, motors, ducts and all apparatus connected with installations for common use all facilities as provided in the said Project.

THIRD SCHEDULE

(Description of Said Apartment/Property)

All that residential property being Flat No._____ admeasuring _____ square feet i.e. _____ square meters of super built-up area which include RERA carpet area admeasuring _____ square meters + _____ square meters of wash area + _____ square meters of balcony area located on the ____ Floor in the Project known as **THE LIFE** together with right to use the Common Areas in the said Project and together with undivided proportionate share admeasuring _____ square meters in 1887.37 square meters bearing consolidated city survey no.1359 (1732.54 square meters of land as per approved plans) forming part of final plot no.300+305 paiki 2 of town planning scheme no.20 (Gulbai Tekra) situated at mouje Kocharab, Taluka Sabarmati within Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad and said Flat No._____ is bounded as follows:

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

SIGNED AND DELIVERED	)	
By the LAND OWNERS	)	
(1)Mahendrakumar Bhanvarlal Purohit	)	_____
AKA Rajpurohit	)	
	)	
(2) Preeti Mahendrakumar Purohit	)	_____
AKA Rajpurohit,	)	
	)	
(3) Mukesh Ratanlal Samdani	)	_____
	)	
(4) Addis Infratech	)	
through its authorized partner	)	
Mr.Vikas Kanaiyalal Shah	)	_____
SIGNED AND DELIVERED	)	
By the DEVELOPER	)	
Addis Infratech	)	
represented through its authorised	)	
partner Mr.Vikas Kanaiyalal Shah	)	_____

In the presence of:

- (1)_____
- (2)_____

RECEIPT

Received by the Promoter an amount of an aggregated Sale Consideration of Rs._____/- (Rupees _____ Only) after deducting the applicable Tax Deducted at Source under the provisions of the Income Tax Act, 1961 from the Allottee and the details whereof is set out herein under:-

Amount (Rs.)	Reference No.	Date	Bank
	Tax Deducted at Source		
/-	Total Rupees _____ Only		

I SAY RECEIVED

PROMOTER

Addis Infratech
through its Authorized Signatory
Mr.Vikas K. Shah

Annexure-A

Copy of RERA Registration Certificate of the Project

Annexure-B1

Copies of Layout Plan of the Project

Annexure-B2

Floor Plan of Said Apartment

Annexure-C

BU Permission

SITE PHOTO-1

SITE PHOTO-2

**SCHEDULE UNDER THE PROVISIONS OF
SECTION 32(A) OF REGISTRATION ACT**

LAND OWNERS

(1) Mahendrakumar Bhanvarlal Purohit AKA Rajpurohit

(2) Preeti Mahendrakumar Purohit AKA Rajpurohit,

(3) Mukesh Ratanlal Samdani

(4) **Addis Infratech**

represented through its authorised partner
Mr. Vikas Kanaiyalal Shah

PROMOTER/ DEVELOPER

Addis Infratech

represented through its authorized partner
Mr.Vikas Kanaiyalal Shah

ALLOTTEE



(1) XYZ



(2) ABC