

DEED OF CONVEYANCE

For Rs. 00,00,000/-

SALE DEED of the property being Unit No.... adeasuring
about.....sq.mts. built up area, situated on..... Floor of the
commercial cum-office complex known as.....
being constructed in and upon the land bearing Final Plot No.
130+131, Town Planning Scheme No.8 part City Survey No.
4765/154 admeasuring 3175.92 square meters part undivided land
within the sim of Mouje village Asarwa, Taluka City, Registration
District, Ahmedabad, sub-District Ahmedabad-6 (Naroda) of
.....square meters for consideration of
Rs.....(Rupees.....only).

PURCHASER :

PARTY OF THE FIRST PART Aged about years, Caste Hindu, Occupation
and residing at..... Ahmedabad.

[PAN NO.....]

hereinafter referred to as “PURCHASER” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include said Purchaser and his heirs, executors, and successors and assigns) of the **“FIRST PART”**

VENDOR : **ABHISHSEK INFRASTRUCTURE**

PARTY OF THE SECOND PART a partnership firm through its partners:

1.

Age about years

2.

Aged about years

Both Hindu, Occ. Business,

having its principal place of Business at Abhishek Complex, Opp., Haripura Bus Stand, Asarwa, Ahmedabad

[PAN NO.ABBFA 2531L]

hereinafter called “THE VENDOR” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being and from time to time constituting the said firm and their and each of their respective heirs executors, administrators and assigns) of the “**SECOND PART**”

WHEREAS

1. The non agricultural land being consolidated survey No. 4765 admeasuring 45189-85 square meters (Old City Survey No. 4765,4766,4768,to 4810), T.P. Scheme No.8 (Asarwa) Final Plot No. 130 admeasuring 54031 sq.yrd., i.e. 45176.94 square meteres meant for industrial and commercial use has been under physical possession occupation of a company namely M/S. Arsh Infrastructure Limited being permanent leaseholder and the same has been standing in the name of M/S. Arsh Infrastructure Limited as permanent leaseholder in the revenue record such as City Survey.
2. That said M/S. Arsh Infrastructure Limited has conveyed the said land of City Survey No. 4765 admeasuring 45189.85 square meters part land of City Survey No. 4675/154 admeasuring 3175.92 square meters by a registered sasle deed Dated: 21\05\2015 to us Abhishek Infrastructures and said sale deed has been registered on the same day in the Office of the Sub-Registrar vide Serial No-7383 and Since then the said land has been under independent ownership, occupation and possession of partnership firm of Abhishek Infrastructures and has been standing in the name of the seller partnership firm as permanent leaseholder in the City Survey record, hereinafter in this Sale Deed refferd to as “whole land” and more particularly described in the Schedule-1 herewith.
3. The Hon'ble Dy. Collector (N.A.) Ahmedabad vide his order No. N.A./unit-2/Asarwa/case no.622/09-10 Dated: 13/07/2010 has granted permission for commercial use of the said land.
4. The Ahmedabad Municipal Corporation has sanctioned the plans for construction of commercial units standing upon the said land vide

commence certificate No.-BLNTI/CZ/250413/P/B6182/R-1/M-1
Dated: 02/03/2015.

5. The seller will have to produce Building Use permission for use of the units of said office complex.
6. As such and since then, the said property of land being City Survey No- 4765/154 admeasuring 3175.92 square meters, Town Planning Scheme No.8 (Asarwa) in the sim of Mouje village Asarwa, Taluka City, District sub-district Ahmedabad has come under absolute independent ownership and physical possession occupation of the seller.
7. The title of the said land are clear and marketable and free from any encumbrances and the purchaser has seen and verified the same and it will be binding to the purchaser.
8. The seller has carried out construction for commercial use on the said Plot of land only pursuant to the permission granted for construction as stated above.
9. As such the seller partnership firm M/s. Abhishek Infrastructures is absolute independent owner and in occupation and possession of the said land and the commercial construction standing in capacity of permanent leaseholder.
10. Moreover the seller got sanctioned the plan for construction upon the sub-plot and the plots therein on entire land as stated above and the commercial construction being carried out by the seller has been absolutely checked and examined by the purchaser and same also will be binding to the purchaser.
11. That the order for partition of property card of said City Survey No. 5764/154 admeasuring 3175.92 square meters has been passed by the Hon. City Survey Superintendent and separate property cards have been issued for said city survey No.-4765/154 and the same have been given separate numbers as well.

12. The second party has agreed to sell and convey to the first party the property being Unit No.....admeasuring about.....sq. mts. Built up area, situated on.....floor of the commercial-cum-office complex known asbeing constructed in and upon the land bearing Final Plot No. 130+131, Town Planning Scheme No. 8 part City Survey No. 4765/154/..... admeasuring 3175.92 square meters part undivided land together with undivided proportionate ownership, right, titles and liabilities in and of (A) the staircase, (B) Ramp (C) underground and overhead water tanks and the pipes and equipments thereof, (D) Water Bore along with the pumps, electric motors and equipments, (E) construction of passage for lift and equipments with it, (F) Use of common passages situated in front of the lift on each floor which is being used for the lift and coming and going to the staircase, (G) the electric connection and pipes situated outside the said whole building, (H) cellar, and (I) compound wall, and the first party has agreed to purchase the same, the description of the property is given in the Schedule-2 below and as such this sale deed is executed for the property described in Schedule-2 appended herewith in favor of the first party.
13. Thus we have conveyed outright to you the said land and all the rights. Title and interest for ingress-egress related to the said land, from sky to abyss and the commercial construction together with all the rights, titles, and interest we have been enjoying receiving the total amount of consideration Rs...../(Rupees..... only) from you as detailed below. From now onward the purchaser has become permanent leaseholder of the said land and absolute independent owner and physical possessor and occupier of the construction for commercial use standing thereupon.
14. Particular of the Sale consideration received of this property.

Rs. 0,00,000/- The First Party has given a Cheque of Bank bearing No..... dated/...../2017 of Rupees in favour of Vendor towards the Second Party has given set off to the First Party in this Sale consideration.

Rs. 0,00,000/- The First Party has given a Cheque of
 Bank bearing No..... dated/...../2017 of
 Rupees in favour of Vendor towards the
 Second Party has given set off to the First Party in
 this Sale consideration.

 Rs.00,00,000/- Total

Thus the purchaser have paid the full amount of sale consideration of
 Rs. 00,00,000/- (Rupeesonly) for the said land
 as mentioned above and we have received the same and we hereby
 admit and cknowledge receipt thereof.

15. The purchaser and their heirs, guardians, successors assignees etc. from now onwards have become entitled to use, cause to use, enjoy, sale, transfer, gift, mortgage the said property from sky to abyss and to do ask you wish and anything that may appear from the said property by grace of almighty god is the good luck of the purchaser.
16. That, for maintenance and repairs and reconstruction amnd replacement of common emenities and common facilities of said commercial-cum-office complex know as **“A-4 Business Hub”** a service society has been formedby the seller and it would be mandatory for purchaser and different purchasers of different part of the said commercial-cum-office complex to become member or shareholder of the said society and such service socity has been formed by the seller and as per its rules and regulations from time to time and for maintenance, repaires, and construction or replacement of common amenities and common

facilities, all the purchasers will have to pay interest free maintenance deposit at the rate of the super built up property as may be determined by committee of the society and in addition the purchaser also will have to pay charges for proportionate of super built up area and all the purchasers will have to act accordingly and to observe and follow the rules and regulations that may be framed from time to time by the service society for maintenance, repairs, reconstruction and replacement of all the common amenities and common facilities and on registration of the said service society the seller will not be liable or responsible for maintenance, repairs, reconstruction and replacement of such common amenities and common facilities provided in the said entire property known as **“A-4 Business Hub”**.

17. The first party by way of this sale deed is being given construction of unit No-A.....including electric fittings, sanitary fittings and water connection fittings and the first party will have to bear and incur all the expenditure for maintenance, replace, and construction of such electric fittings, sanitary fittings, water connection etc. provided in said Unit No. A-.....
18. The wall of the constructed property of Unit No-A..... sold by this sale deed to the purchaser is common wall with adjoining property and the first party and their heirs, guardians, successors, assignees etc. will not be entitled to install or put any door, window and ventilation or marking of their boundary or limit and cost of repairs, maintenance, reconstruction and replacement of such common wall be borne in equal share by owner of both the properties.

19. That, the said entire property is known as **“A-4 Business Hub”** which is indivisible i.e. it cannot be partitioned and the present and future owners and their heirs, guardians, successors, assignees of such different properties in no circumstances would be considered to be entitled for partition of entire property in pieces.
20. By this sale deed no right, title or interest whatsoever is being given to the first party in the terrace and construction of cabin on the terrace and no right whatsoever is being given to the first for use of such terrace and cabin and the second party only will be absolute owner of the terrace and construction of cabin made thereon. However, the rules and regulations that may be framed by the committee of the service society in future for use of such terrace etc. will be binding to all the members of said society comprises of owners different properties of commercial-cum-office complex.
21. The building know as **“A-4 Business Hub”** has been constructed by the second party upon the said land admeasuring 3175.92 square meters and in addition to the present FSI used in the said construction by the second party if any additional FSI will be available in future under the current and future rules-regulations of Ahmedabad Municipal Corporation in the said land of 3175.92 square meters which has been shown in the city survey record, only the second party will be entitled for and owner of such additional F.S.I.
22. As mentioned above the ownership of said terrace and construction of cabin is of the second party and will be deemed to be continued and the second party and present and future partners of the second party and

their heirs, guardians, successors, assignees, transferees will be entitled to use the terrace and the construction of cabin to display advertisement board, neon sign and all sort of sign boards for which the second party shall not pay any money towards maintenance deposit and any additional amounts to the registered service society and the registered society will have no right, title of interest whatsoever in and upon the terrace.

23. As mentioned above the second party and present and future partners and their heirs, guardians, successors, assignees, transferees etc. will be entitled for any additional FSI that may be available in future in the said land of 3175.92 square meter and by virtue of such right the second party and its present and future partners and their heirs, guardians, successors etc. will be entitled to make any additional construction in accordance with any additional FSI and owners of such additional construction will be entitled to use and enjoy all the common amenities and facilities of entire building and the first party will not be entitled to raise any objection or dispute for the same in future.
24. The second party and its present and future partners and their heirs, guardians, successors, assignees, transferees will be entitled to sale, convey and transfer such additional construction as mentioned above that may be raised by the second party as a result of such additional FSI and the purchaser of such additional property/units in respect of their respective properties will have to pay interest free maintenance deposit or any amount that may be determined by the service society for

maintenance by the service society for maintenance of the entire property.

25. The open land situated around the said land of 3175.92 square meters upon which the building of commercial-cum-office complex being known as **“A-4 Business Hub”** is constructed can be used as margin land for parking purpose subject to the rules and regulations framed by the second party from time to time by owners of all the properties of the complex and in addition any rules and regulations that may be framed by the registered association or company or service society for use and management of parking in cellar will be binding to owners of all the properties of the building and in case of any dispute or differences the decision of the second party would be final and binding and it will be binding to all the parties.
26. The first party will not be entitled to make any temporary or permanent constructing in open land of property constructed on 3175.92 square meters land.
27. The open land situated shop situated on back side as well as in north the cellar or said complex only the persons will be entitled to use the same who will purchase the said shop and no one else except the purchaser of such shop will be entitled to use the said open land.
28. The second party will be owner of entire complex until all the shops and offices are not sold but the second party shall not [pay any maintenance charges of such shops and offices to the service society.
29. All the constructions of joint/common ownership such as common passages, staircase, ramp etc. should be kept open by all the joint

owners and no one will be entitled to and should not put anything in such common area.

30. The construction of Unit No. A.....is being conveyed to the first party by this sale deed and the first party will be entitled to display their name place at the space fixed by the second party on other side of the inner wall of the unit but the first party will not be entitled to put or display any nameplate, signboard or hoardings on exterior wall of entire building and accordingly the first party will not be entitled to displace any nameplate or board on exterior wall.
31. The physical possession of the construction of Unit No. A.....has been handed over to the first party by this sale deed whereas for the joint common share of the common construction is given to the first party, the first party will be deemed to have acquire physical possession as joint owner of such common construction.
32. The property which is being sold by this sale deed to the first party as described in the Schedule-2 is of absolute independent ownership of the first party and there is no charge, lien or encumbrance of anyone whosoever upon said property and the property described in the Schedule-2 is also not subject of any attachment, seizure or first seizure or no such proceedings are pending and there is also no stay order from any court or authority restraining from sale of the said property described in the Schedule-2 and the seller have executed this sale deed only after giving such firm trust, assurance and undertaking to the first party.

33. The cost of this sale deed such as stamp, registration and other expenditure have to be born by the first party only.

SCHEDULE –I

ALL THAT PIECE AND PRCEL of Land bearing consolidated City Survey No.4765 admeasuring 45189-77-85 square meters (old City Survey No-4765,4766,4768 to 4810) T.P. Scheme No.8 (Asarwa), Final Plot No.130 admeasuring 54031square yards i.e. 45176.94 square meters part City Survey No- 4765/154 admeasuring 3175.92 square meteres non agriculture land for commercial use i.e. the permanent lease hold land situated within the sim of Mouje Asarwa, Taluka City, Registration District Ahmedabad, Sub-District Ahmedabad-6(Naroda), having its boundary:

East : T.P.s. Road
West : Final Plot No.130, Sub Plot No. 2
North : Final Plot No.130, Sub Plot No. 2
South : Final Plot No.129

SCHEDULE –II

The property being Unit No.....ademasuring about..... square meters built up area, situated on.....Floor of the commercial-cum-Office Complex known as “A-4 Business Hub” being constructed in and upon the land situated within the sim of Mouje Asarwa, Talika City, Registration District Ahmedabad, Sub-District Ahmedabad-6(Naroda) bearing Final Plot No. 130+131, Town Planning Scheme No.8 part City Survey No. 4765/154 admeasuring 3175.92 square meters part undivided land together with undivided proportionate ownership, right, titles, and liabilities in and of (a) Staircase (b) Revamp (c) Under-ground and Over-

head water tanks (d) Bore with pumps, electric motors and equipments (e) lift and its equipments (f) open space passage in front of lift in every floor (g) electric connection available out side the said entire building (h) Basement (i) Compound wall together with all the rights and responsibilities as described in this sale deed having its boundary:

East :

West :

North :

South:

Thus the property having such numbers, measurement and situated within the boundary as described in the Schedule together with all the rights the second party have been enjoying and together with all other existing rights.

The First Party and the second party have executed this sale deed most willingly and in full sense and the same is and will be admitted, agreed and binding to the first party and all the legal heirs, guardians, successors, executors, assignees etc. and the second party and all their present and future partners and their legal heirs, guardians, successors, executors, assignees etc.

Executed on this the.....Day of Month.....,in the year 2017 at Ahmedabad

**SIGNED AND DELIVERED BY THE WITHIN
NAMED partners of partnership firm ABHISHEK
INFRASTRUCTURE:**

1. Sd/-

2. Sd/-

In the presence of :

1 Sd/-

2. Sd/-

SCHEDULE AS PER SECTION 32 /A OF INDIAN
REGISTRATION ACT

VENDOR :-

ABHISHEK INFRASTRUCTURE, a
partnership firm through its partners

Sd/-

1.

Sd/-

3.

PURCHASER :

Sd/-

VENDOR :

PURCHASER :-

Sd/-

Sd/-

Address of Property :-

“A-4 BUSINESS HUB”
Unit No :

VENDOR :

PURCHASER :-

Sd/-

Sd/-

Address of Property :-

“A-4 BUSINESS HUB”
Unit No :