

DEED OF CONVEYANCE

For Sale of **Flat No.** _____ in Block No. “ _____”
admeasuring about _____ sq.mts. (Carpet Area
including wash yard and Balcony) situated on the
_____ Floor in a scheme to be known as
“SAAMARTH H7” situated at –

_____ for total price/consideration of
Rs. _____/- (Rupees _____
_____ only).

THIS INDENTURE made at Ahmedabad this _____ day of
_____ in the Christian year Two Thousand _____.

BY AND BETWEEN

(2)

SKY LIGHT DEVELOPERS (PAN NO : AEDFS 1265 C), a Partnership Firm of Gandhinagar having its registered office at : 232, F.P.No.53/1, T.P.No.1, Koba, Gandhinagar, Gujarat-382426 through its authorized partner ANILKUMAR RAMESHBHAI PATEL hereinafter referred to as "VENDOR" (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 FIRST PART

AND

(1) _____ (PAN NO :: _____) and **(2)** _____ (PAN NO :: _____), both 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 as well as if the Purchaser purchased in HUF capacity the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART.

(Brief history of Revenue Survey No. 232 Mouje-Koba)

That prior the Agricultural land bearing Revenue Survey No. 232 admeasuring 10623 sq.mts. originally belonged to somaji Shanaji Thakor as an absolute owner and possessor thereof.

That thereafter said Somaji Shanaji Thakor has sold and conveyed the said land bearing Revenue Survey No.232 admeasuring 10623 sq.mts. to (1) Dipakbhai Chhotabhai and (2) Sudhaben Champaklal by Deed of Conveyance dated 14/05/1996 duly registered with the Sub-Registrar of Gandhinagar on same day under serial No. 1525. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.2424 on 31/07/1996 duly certified by the concerned revenue authority.

That in the mean time the said land bearing Revenue Survey No.232 admeasuring 10623 sq.mts. covered within the limit of Town Planning Scheme No. 1 (Koba-Raysan) and Final Plot No. 53Paiki was given and area thereof fixed to 6905 sq.mts.

That thereafter said Agricultural Land bearing Revenue Survey No. 232 admeasuring 10623 sq.mts., T.P. Scheme No. 1 (Koba-Raysan) and Final Plot No. 53Paiki admeasuring 6905 sq.mts. converted into Non Agricultural Use for Residential purpose as per Order No : CB/Land/N.A./S.R./18318/Vashi.39074 to 39088/2018, dated 06/11/2018 of the District Collector Gandhinagar. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.5280 on 17/12/2018 duly certified by the concerned revenue authority.

(3)

That thereafter as per order No.N.N.2.Yo.No.1(Koba-Raysan)/case No.54/449, dated 07/10/2019 the said land bearing Revenue Survey No.232 admeasuring 10623 sq.mts. covered within the limit of Town Planning Scheme No. 1 (Koba-Raysan) and Final Plot No. 53/1 was given and area thereof fixed to 6905 sq.mts.

That thereafter said (1) Dipakbhai Chhotabhai and (2) Sudhaben Champaklal have been sold and conveyed the said Non Agricultural Use land bearing Revenue Survey No. 232 admeasuring 10623 sq.mts., T.P. Scheme No. 1 (Koba-Raysan) and Final Plot No. 53/1 admeasuring 6905 sq.mts. to **SKY LIGHT DEVELOPERS**, a Partnership Firm of Gandhinagar having registered office at : 232, F.P.No.53/1, T.P.No.1, Koba, Gandhinagar, Gujarat-382426 i.e. Vendor by Deed of Conveyance dated 15/06/2020 duly registered with the Sub-Registrar of Gandhinagar on same day under serial No. 8604. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.5642 on 03/07/2020 duly certified by the concerned revenue authority on 21/08/2020.

(BRIEF HISTORY OF REVENUE SURVEY NO. 157P MOUJE-RAYSAN)

That prior the Agricultural land bearing Revenue Survey No. 157 admeasuring 2732 sq.mts. originally belonged to Shaileshbhai Kantibhai as an absolute owner and possessor thereof.

That in the mean time the said land bearing Revenue Survey No.157 admeasuring 2732 sq.mts. PAIKI admeasuring 327 sq.mts. covered within the limit of Town Planning Scheme No. 1 (Koba-Raysan) and Final Plot No. 162 was given and area thereof fixed to 213 sq.mts. and admeasuring 2732 sq.mts. PAIKI admeasuring 2405 sq.mts. covered within the limit of Town Planning Scheme No. 19 and Final Plot No. 140 was given and area thereof fixed to 1563 sq.mts.

That thereafter said Agricultural Land bearing Revenue Survey No. 157 admeasuring 2732 sq.mts., T.P. Scheme No. 1 (Koba-Raysan) & 19 and Final Plot No. 162 and 140 admeasuring 1776 sq.mts. converted into Non Agricultural Use as per Order No : 724/06/03/053/2020, dated 05/06/2020 of the District Collector Gandhinagar. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.4436 on 05/06/2020 duly certified by the concerned revenue authority.

That thereafter said Shaileshbhai Kantibhai have been sold and conveyed the said Non Agricultural Use land bearing Revenue Survey No. 157 admeasuring 2732 sq.mts. PAIKI admeasuring 327, T.P. Scheme No. 1 (Koba-Raysan) and Final Plot No. 162 admeasuring 213 sq.mts. to **SKY LIGHT DEVELOPERS**, a Partnership Firm of Gandhinagar having registered office at : 232, F.P.No.53/1, T.P.No.1, Koba, Gandhinagar, Gujarat-382426 i.e. Vendor by Deed of Conveyance dated 26/08/2021 duly registered with the Sub-Registrar of Gandhinagar on same day under serial No. 27127. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form

No.6 under serial No.4679 on 21/10/2021 duly certified by the concerned revenue authority on 26/11/2021.

That thereafter as order No. KJP/SR/Gandhi/373/2020-21, dated 20/12/2021 and Durasti patrak No. 94 the said land bearing 157 admeasuring 2732 sq.mts. divided into two (2) separate parts viz. (A) Revenue Survey No.157/001 admeasuring 2405 sq.mts. came to owned and possessed by Mukesh Kantibhai and (B) Revenue Survey No.157/002 admeasuring 327 sq.mts. came to owned and possessed by SKY LIGHT DEVELOPERSi.e. Vendor. mutation entry book of the Village Form No.6 under serial No.4702 on 23/12/2021 duly certified by the concerned revenue authority.

General

AND WHEREAS the Vendor is the absolute and lawful owner of Freehold Non-Agricultural Use Land bearing (1) Revenue Survey No. 232 admeasuring 10623 sq.mts., T.P. Scheme No. 1 (Koba-Raysan) and Final Plot No. 53/1 admeasuring 6905 sq.mts. of Mouje-Koba, Ta.Dist-Gandhinagar and(1) Revenue Survey No. 157/002 admeasuring 327 sq.mts., T.P. Scheme No. 1 (Koba-Raysan) and Final Plot No. 162 admeasuring 213 sq.mts. of Mouje-Raysan, Ta.Dist-Gandhinagar making total of admeasuring 7118 sq.mts. **(hereinafter called the “said land”)**.

That thereafter said **SKY LIGHT DEVELOPERS**, got approved a plan from the Gandhinagar Municipal Corporation (GMC) for construction of Residential Units on the said land and permission was granted for construction of Ground to Twelfth Floor comprising of Residential units on the said land and there is stair cabin and overhead tank on the terrace and there is parking on the 1st & 2nd Cellar and part Ground Floor with all common amenities and facilities vide its Raja Chitthi No. PRM/GMC/KOBA/74/06/2021/1046/2022, dated 18/01/2022 and thereafter said Partnership Firm constructed of Residential Units scheme known as **“SAAMARTH H7”** consisting of construction of the 144 Residential Units on 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 **“SAAMARTH H7”** (hereinafter called the “ Said Project”) ;

- | | | |
|--------------------------------|---|--|
| * Name of the building/project | : | “SAAMARTH H7” |
| * No. of blocks/Wings | : | 6 |
| * No. of basements | : | 2 |
| * No. of hollow plinth | : | 1 |
| * No. of floors | : | 1 st & 2 nd Cellar, Ground floor and 1 st to 12 th floor in Block- “A+B+C+D+E” and “F” |

* No. of Flat on each Floor

Floor	A+B+C+D+E and F	
	Usage	Units
1 st Cellar	Parking	0
2 nd Cellar	Parking	0
Ground Floor (Hollow plinth)	Parking + Amenities	0
1 st Floor	Residential	12
2 nd Floor	Residential	12
3 rd Floor	Residential	12
4 th Floor	Residential	12
5 th Floor	Residential	12
6 th Floor	Residential	12
7 th Floor	Residential	12
8 th Floor	Residential	12
9 th Floor	Residential	12
10 th Floor	Residential	12
11 th Floor	Residential	12
12 th Floor	Residential	12
Stair Cabin	0	0
Overhead tank	0	0

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

AND WHEREAS The said project “**SAAMARTH H7**” is ready in all respect and Vendor has been obtained Building Use Permission from the GMC vide its permission dated _____.

AND WHEREAS The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar on _____ under registration No. _____ ;

AND WHEREAS That on demand from the Purchaser, Vendor has given inspection to the Purchaser/s of all documents of title relating to the project land and the plans, design and specifications prepared by the Vendor and Developer’s Architects Hardik H. Patel 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 thereunder and the Purchaser if satisfied in respect of the same ;

AND WHEREAS The authenticated copies of Certificate of Title issued by M/s. Vijay Y. Chaugule & Co.(Ahmedabad), Advocate vide its Certificate dated _____ of the Vendor, 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 Vendor to the

project land on which the Said property 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 Vendor 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 had applied for Corporate House in the Project and has been allotted **Flat No.** _____ in Block No. “_____” admeasuring about _____ sq.mts. (Carpet Area including wash yard and Balcony) situated on the _____ Floor in a scheme to be known as “**SAAMARTH H7**” (hereinafter referred to as the “Said Property” more particularly described in the **First Schedule**) along with and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (more particularly described in **Second Schedule** ; as per terms and condition of Booking Letter dated _____ and Regd. Agreement to Sell No. _____ dated _____.

The Total Price for the said property based on the carpet area is Rs. _____/- (Rupees _____ only ("Total Price") :

Demised premises	Area
Flat No. _____	_____ sq.mts.
Wash yard	_____ sq.mts.
Balcony	_____ sq.mts.
Total admeasuring	_____ sq.mts.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser to the Vendor towards the said property ;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project.
- (iii) The Total price is exclude maintenance deposit of the said project will be decided Service Society/Maintenance Agency ;

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

NOW THIS INDENTURE WITNESSETH THAT :

1. In consideration of the sum of Rs. _____/- (Rupees _____ only) to be paid on or before execution of these presents by the Purchaser/s to the Vendor being Full consideration towards said constructed said property (the payment and whereof the Vendor 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 Vendor herein confirm. The Vendor do hereby grants, sells, assigns, releases, conveys and assures unto the said Purchaser/s/s forever the said property AND ALSO together with all the deeds, documents, writings and other evidences, of title relating to the said property 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 Vendor into out of or upon the said property or any part thereof, TO HAVE and TO HOLD ALL and singular the said property 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 Vendor 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 Vendor 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 Vendor now have themselves good right, full power, and absolute authority to grant, release, convey, assign and assure the said property 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 property 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 Vendor from or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Vendor AND that the free and clear and freely and clearly and absolutely acquitted, exonerated, released and favour discharged or otherwise by the Vendor 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 Vendor or by any other person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor and further that the Vendor and all person having or

lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property hereby granted or any part thereof, by, from, under or in trust for the Vendor 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 property 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. That the Vendor declare that the said property is their absolute said property and further declare that the said property 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.
3. THE Vendor hereby declare that all the taxes, cesses, charges and other outgoings payable to the Revenue Authority Local Authority, and payable by the Vendor as agreed have been paid in full as per demands raised by the said authorities by the Vendor and as agreed the Vendor will have to pay the arrears if any, found due and payable by the Vendor either to the said Authorities and the same henceforth shall be paid by the Purchaser/s to the said Authorities etc.
4. The Vendor agrees and acknowledges the Purchaser shall have the right to the said property as mentioned below:
 - (i) The Purchaser shall have exclusive ownership of the said property ;
 - (ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser 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 to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
5. It is made clear by the Vendor and the Purchaser agrees that the said property 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

6. The Purchaser, 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 Vendor with such permission, approvals which would enable the Vendor 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 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.
7. The Vendor accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Deed of Conveyance, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said property applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser only.
8. Representations and Warranties of the Vendor ;
 - i. The Vendor has absolute, clear and marketable title with respect to the said Land except those mentioned in the detailed search report on title and same is accepted by the Purchaser ; 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. The Vendor has raised loan on security of the said project from Bajaj Finance Ltd. by Mortgage Deed dated _____ duly

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registered with the Sub-Registrar of Gandhinagar under serial No. _____. However, the Vendor has obtained NOC/Release of Charge from the said Bajaj Finance Ltd. Vide its letter dated _____ for the said Flat.

- iii. There are no litigations pending before any Court of law with respect to the said Land, Project or the said property except those mentioned in the detailed search report on title ;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said property are valid and subsisting and have been obtained by following due process of law. Further, the Vendor 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 Said property and common areas ;
- v. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said property to the Purchaser in the manner contemplated in this Agreement ;
- vi. 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 property) has been received by or served upon the Vendor in respect of the said Land and/or the Project.
- vii. If within a period of five years from the date of handing over the said property to the Purchaser, the Purchaser brings to the notice of the Vendor 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 Vendor 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 Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor 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 Vendor or beyond the control of the Vendors.
- viii. The Vendor shall not have any claim F.S.I., additional F.S.I. and Terrace rights after Building Use Permission has been obtained, such rights if any will be enclosed by the service society or buyers.

9. Representation and Warrants of the Purchaser ;

- i To maintain the said property at the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the said property is taken and shall not do or suffer to be done anything in or to the building in which the Said property 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 said property is situated and the said property itself or any part thereof without the consent of the local authorities, if requires.
- ii. Not to store in the said property or the common areas of the said project any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the project in which the said property 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 said property is situated, included entrances of the building in which the said property is situated and in case any damages is caused to the building in which the said property is situated or the said property on account of negligence or default of the Purchaser in this behalf, the Purchaser 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 property and maintain the said property in the same condition, state and order in which it was delivered the project in which the said property is situated or the said property 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 committing any act in contravention of the above provision, the Purchaser 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 said property 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 said property or any part thereof, nor any alteration in the elevation and outside colour scheme of the said property and shall keep the portion, sewers, drains and pipes in the said property and the appurtenances thereto in good tenable 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 said property without the prior

written permission of the Vendor and/or society or the Limited Company.

- v. The Purchaser/s further undertakes, assures and guarantees that he/she/it/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the project or anywhere on the exterior of the Project or Common Areas. That the Purchaser/s shall not put any name boards without the prior written permission of the Vendor or Service Society. The Vendor will provide necessary dimensions and sizes for the name boards/plats to be displayed at the entrance of his/her/its/their said property. The Purchaser/s shall be allowed to put its name boards on the entrance door/wall of their said property and shall also follow the instructions of the Vendor/ Service regarding dimension and size of the such name board.
- vi. The Purchasers 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 shall also not remove any wall, including the outer and load bearing wall of the said property. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser 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 project in which the said property 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 be thrown from the said property in the compound, Passage or any portion of the project land and the building in which the said property is situated.
- x. Pay to the Vendor 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 said property is situated.

- xi. The Purchaser/s shall not use the said property 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 said property by the Purchaser for any purpose other than for purpose for which it is sold.
 - xiii. That parking facility allotted in the part Ground Floor (Hollow Plinth), 1st and 2nd cellar and same shall be use in general and in future service society if allotted separate parking space to each member then it will be binding to each members.
- 10. The Purchaser/s shall at no time demand partition of their interest in the project 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 impartiable. The said said property shall be used, occupied and enjoyed by the Purchaser/s as one and the Purchaser/s shall not divide or sub-divide the same for use as more than one said property.
 - 11. The Purchaser shall use the said property or any part thereof or permit the same to be used only for purpose of Residential as per plan and permission of the GMC in future. otherwise Service Society will be entitled to take the possession of the said property from the Purchaser/s and the Service Society shall have every rights to sell the said property to any other person as it may deems fit and proper.
 - 12. The Purchaser/s has/have been measured the carpet area of the said property and He/She/It/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 property as to the quantity, quality of materials as also workmanship thereof and have fully satisfied with the same in all respects.
 - 13. 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 property.
 - 14. THE Vendor declare that the Vendors do possess certain title deeds and documents and accordingly the Xerox copy of relevant documents thereof have been given to the Purchaser/s.

15. That the Vendors have handed over the actual and physical possession of the said land as co-owner and possessor thereof alongwith other Purchaser/s while the Vendors have handed over the actual and physical possession of said constructed said property to the Purchaser/s.
16. 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 property and or against the Vendor.
17. Further, the Vendor has been transfered 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 togetherwith 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 alongwith other members of the project shall be transfer the said land in the name of Society/association and all cost shall be bear by members of the project in proportionate basis.
18. That the Purchaser/s will be entitled to get transferred the said land and said property in the name of Purchaser/s in the Revenue records concerned as also local body or authority after obtaining written permission from the Vendor.
19. The Building shall always be known as **“SAAMARTH H7”** and this name shall not be changed in any circumstances.
20. The Purchaser alongwith other Purchaser/s of the said property 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 Vendor 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 Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No objection shall taken 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.
21. That Vendors will be formed service society for better maintenance of the said project 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 project including common lights and other amenities as also other outgoings and collection charges incurred in connection with the maintenance of said **"SAAMARTH H7"** 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, mortgage charge, 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 **"SAAMARTH H7"** and for the observance and carrying out of the Building Rules and Regulations and Bye-laws for the time being of the GMC 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 project 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 project 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 project and its occupiers.
24. The Purchaser hereby agrees to purchase the said property 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 Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser 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 **“SAAMARTH H7”**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, maintenance and service rooms, and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser 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 Purchasers formed by the Purchasers for rendering maintenance services.
26. The Purchaser/s hereby agree to abide by all byelaws, rules and regulations of the Government, GMC and GEB/Torrent Power Limited, Co.Operative 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 Vendor has assured the Purchasers 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 Said property Act, 1973. The Vendor and Purchaser/s showing compliance of various laws/regulations as applicable in.
28. That the Purchaser/s shall permit the Vendor/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 said property 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 said property or any other said property in the project in respect whereof the Purchaser/s or the occupier of such of the said property 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 said property/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 Vendor, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the said property being damaged or destroyed by fire or otherwise as soon as reasonable practicable, to use the insurance money in repair, reinstatement of the said property.
30. That the doors, windows, shutters etc. in the said property shall be made of wood/metal 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/s shall not be entitled to claim any damages on that ground. Similarly the Purchaser/s 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 is of good quality, but it is a machine and is not manufactured by the Vendor / Service society and Vendor 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 Said property occurs then the Vendor / 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 Purchasers hereby give their assurance and consent in it.

33. That Vendor installed some fittings and fixtures in the said property 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 Vendor 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 Vendor 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 Vendor the same shall have to be reimbursed by Purchaser/s. The Purchaser/s agree that in such event, the Vendor shall be free to terminate the said Deed of Conveyance at its sole desecration, and will be entitled to transfer the said property 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. That the Purchaser/s and the persons to whom the said property shall be subsequently transferred, assigned or given possession of with the permission of the Vendor/ 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 Vendor / Service society may require for safeguarding the interest of the said property and its occupiers.
36. That all notices to be served on the Purchaser and the Vendor as contemplated by this deed shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post at their respective addresses specified below:

Name of Purchaser	:	As above
Address of Purchaser	:	As above
Name of Vendor	:	SKY LIGHT DEVELOPERS
Address of Vendor	:	As above

It shall be the duty of the Purchaser and the Vendor 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 Vendor or the Purchaser, as the case may be.

That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser 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 Purchasers.

37. 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 project 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 lossess, expenses etc.
38. 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 equipments 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/s on demand at any time.
39. 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 inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or 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.
40. The transaction covered by this agreement is eligible to GST if applicable or any other direct or indirect taxes the same shall be borne and payable by the Purchaser/s.
41. 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 Vendors in favour of the Purchaser/s both present and future shall be borne by the Purchaser/s alone.
42. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate

(Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT immovable property being **Flat No.** _____ in Block No. “ _____” admeasuring about _____ sq.mts. (Carpet Area including wash yard and Balcony) situated on the _____ Floor in a scheme to be known as “**SAAMARTH H7**” constructed on the Freehold Non-Agricultural Land bearing (A) Revenue Survey No. 232 admeasuring 10623 sq.mts. covered within the limit of Preliminary Town Planning Scheme No. 1 (Koba-Raysan) and Final Plot No. 53/1 admeasuring 6905 sq.mts. of Mouje-**KOBA** and (B) Revenue Survey No. 157/002 admeasuring 327 sq.mts. covered within the limit of Preliminary Town Planning Scheme No. 1 (Koba-Raysan) and Final Plot No. 162 admeasuring 213 sq.mts. of Mouje-**RAYSAN** making total of admeasuring 7118 sq.mts. and togetherwith total undivided and undemarkamated share in the said land admeasuring _____ sq.mts.(undivided proportionate share admeasuring _____ sq.mts. in survey No.232(F.P.No.53/1) Mouje-Koba and undivided proportionate share admeasuring _____ sq.mts. in survey No.157/002(F.P.No. 162) Mouje- Raysan) of Gandhinagar Taluka in the Registration District and Sub-District of Gandhinagar and situated at - _____ and same is bounded as follows :

On or towards the North : By _____
On or towards the South : By _____
On or towards the East : By _____
On or towards the West : By _____

THE SECOND SCHEDULE ABOVE REFERRED TO

Common Amenities and Facilities

- Elegant Entry/Exit Gate
- Attractive Entrance Foyer With Sitting
- Security Cabin
- School Drop off Zone
- Children play area
- Gymnasium
- Management Office
- Two Lift in Each Block
- Parking areas on Basement and Hollow Plinth

- Senior Citizen Sit Out
- Adequate Street Lighting
- Attractive Foyer
- CCTV Camera
- Stair cabin and Overhead water tank above terrace level
- Under Ground water tank

Description of the
Flat :

Flat No.____, Block No.____,
SAAMARTH H7

_____.

Description of the
Flat :

Flat No.____, Block No.____,
SAAMARTH H7

_____.

Vendor : _____

Purchaser/s : _____

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

SKY LIGHT DEVELOPERS, a Partnership Firm
through its authorized partner ANILKUMAR
RAMESHBHAI PATEL

In the presence of :

- 1.
- 2.



MEMO OF CONSIDERATION

Rs. _____/- (Rupees _____ Only) Paid by the Purchaser/s to Vendor as and by way of full and final consideration money in the following manners. The receipt whereof the Vendors do hereby acknowledge.

RUPEES	CHQ. NO.	DATE	BANK
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/- Rupees _____ Only			

WE SAY RECEIVED

SKY LIGHT DEVELOPERS, a Partnership Firm through its authorized partner ANILKUMAR RAMESHBHAI PATEL

SCHEDULE UNDER SECTION 32-A OF
THE INDIAN REGISTRATION ACT

<u>VENDOR</u>	<u>PHOTO</u>	<u>LEFT HAND THUMB</u> <u>IMPRESSION</u>
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SKY LIGHT DEVELOPERS, a Partnership Firm through its authorized partner ANILKUMAR RAMESHBHAI PATEL		
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PURCHASER/S

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