

DEED OF CONVEYANCE OF RESIDENTIAL UNIT

Sub: For: Unit no. _____, situate at _____ Floor, of the Commercial cum Residential Project of the scheme known as “YASH-ARIAN” bearing Survey No. 211/1 paiki and 211/2 paiki being Plot No. – B admeasuring 9257 square meters comprised in Town Planning Scheme No. 29 (Naranpura) by Final Plot No. 494 being situated on land lying and being at Mouje: Vadaj, Taluka: Sabarmati, District: Ahmedabad.

=====
Consideration: Rs. _____ /- (Rupees: _____ Only)
=====

~ 2~

THIS **DEED OF CONVEYANCE** made at Ahmedabad on this ____ day of _____ in the Christian Year Two Thousand Seventeen by and between:

BY AND BETWEEN

YASH PROCON PRIVATE LIMITED, (PAN. AAACY 3996 L), a company duly incorporated under the companies act, 1956 bearing CIN-U45201GJ2009PTC058795 and having its registered office at A-5, Jaymangal House, Opp. Sakar-I, Near Gandhigram Railway Station, Ashram Road, Ahmedabad - 380 009, represented by its directors _____, hereinafter referred to as the "**LAND OWNER**" (which expression shall unless repugnant to the context and meaning thereof mean and include its successors and assigns) **OF FIRST PART;**

AND

M/S YASH-ARIAN INFRA LLP, (PAN: AABFY3129K), a limited liability partnership formed under the limited liability partnership act, 2008, having its registered office at A-5, Jaymangal House, Opp. Sakar-I, Near Gandhigram Railway Station, Ashram Road, Ahmedabad - 380 009 represented by its partners _____, hereinafter referred to as "**THE DEVELOPER**" or "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its partner or partners for the time being constituting the Firm and their heirs, executors & administrators) of the **SECOND PART;**

The **LAND OWNER** and the **PROMOTER** are hereinafter collectively referred to as the "**VENDOR**".

AND

[If the Allottee is a HUF] Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as "**the Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[OR]

[If the Allottee is a company] _____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) OF THE OTHER PART.

[OR]

[If the Allottee is a Partnership] _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) _____ authorized vide _____, hereinafter referred to as **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) OF THE OTHER PART.

[OR]

[If the Allottee is an Individual] Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged _____ about _____, residing at _____, (PAN _____) hereinafter called **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) OF THE OTHER PART.

The **LAND OWNER**, the **PROMOTER** and the **ALLOTTEE** are hereinafter individually referred to as “Party” and collectively as “the Parties”.

WHEREAS, YASH PROCON PRIVATE LIMITED (hereinafter referred to as the **“Land Owner”**) is entitled to all that pieces and parcel of non-agricultural lands situate, lying and being at Mouje:

Vadaj, Taluka: Sabarmati, District: Ahmedabad, bearing Survey No.211/1 paiki and 211/2 paiki being Plot No. – B admeasuring 9257 square meters comprised in Town Planning Scheme No. 29 (Naranpura) by Final Plot no. 494, more particularly described in **SCHEDULE-I** hereunder written (hereinafter referred to as the **“Said Land / “Project Land”**);

AND WHEREAS, the Land Owner by a Development Agreement dated 27.02.2015 registered before the Sub-Registrar of Assurances, Ahmedabad, at serial no. 2186/2015 entrusted **YASH-ARIAN INFRA LLP** (hereinafter referred to as **“the Developer” or “the Promoter”**) the rights for developing the said Project Land by evolving a scheme of Commercial cum Residential units;

AND WHEREAS, the Promoter has proposed to develop a scheme comprised of Commercial cum Residential units (collectively to be known as **“building”**) on the said Project Land to be known as **“YASH-ARIAN”**, (hereinafter referred to as **“the said Scheme/Project”**), more particularly described in **SCHEDULE-I** hereunder written;

AND WHEREAS, the Non Agricultural Permission for Residential purpose was granted for land admeasuring 9257 square meters by District Collector, Ahmedabad vide an order no. CB/Land-1/NA/SR-484/2009 dated 23.03.2010 subject to terms and conditions contained therein, of which further a revised Non Agricultural Permission for Commercial purpose for land admeasuring 3300 square meters was granted by District Collector, Ahmedabad vide an order no. N.A/U-1/C-65A/Case No. 7/Vadaj/2013-14 dated 05.03.2014;

AND WHEREAS the Promoter has proposed to construct on the Project Land 6 (Six) building, out of which 4 (four) buildings have First Cellar, Second Cellar, ground floor level and 14 upper floors containing total 238 residential units and 2 (two) buildings having ground floor level and 5 upper floors containing 188 commercial units;

AND WHEREAS, the development plan layout was sanctioned pursuant to which Commencement Letter bearing No. 6351/151013/A0645/R1/M1 dated 28.06.2016 for construction of residential units in Block Nos. A+B+C+D and No. 6352/151013/A0646/R1/M1 dated 28.06.2016 for construction of

commercial units in Block Nos. E+F on the said Project land was issued by the Ahmedabad Municipal Corporation;

AND WHEREAS, the Promoter and the Land Owner i.e. the Vendor agrees to sell to the Allottee herein and the Allottee agrees to acquire Residential **Unit bearing No.** _____, admeasuring approximately _____ **square feet** equivalent to approximately _____ **square meters** (carpet area) on the _____ **Floor** of the said Scheme constructed on the said Project Land together with balcony / Verandah admeasuring _____ square meters and wash area / balcony admeasuring _____ square meters (if Applicable) and together with proportionate undivided share admeasuring approximately to _____ square feet equivalent to approximately _____ square meter on the said Project Land and together with the right to use common amenities in the residential scheme on the terms and conditions contained therein and, more particularly described in the **SCHEDULE-II** hereunder written (hereinafter referred to as “**the said Unit**”);

AND WHEREAS the Promoter is in possession of the Project Land and has sole and exclusive right to sell the Units in the said Building/s to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee(s)/s of the Units to receive the sale consideration in respect thereof;

AND WHEREAS, the Vendor has the right to enter into this Deed and confirms that they are not restricted in any manner whatsoever from selling the said Unit to the Allottee and further that Vendor has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

AND WHEREAS the Allottee is provided with (i) Floor Plan and specifications of the Unit, (ii) Authenticated copies of the plans of the Unit agreed to be purchased by the Allottee as approved by the concerned local authority, (iii) Authenticated copies of Certificate of Title issued by Promoter’s advocate, (iv) Authenticated copies of Property card or extract of Village Forms VI and VII and XII or related revenue records, (v) Specification and amenities for the Unit and (vi) description of the common areas / open spaces and facilities to be provided by the Promoter, and the Allottee has inspected such records and is satisfied in respect of the same;

AND WHEREAS the Promoter has registered the Scheme / Project with the Gujarat Real Estate Regulatory Authority vide Registration no. _____ in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the RERA Act**”) and the Rules and Regulations made thereunder;

OR

AND WHEREAS the Promoter has applied for registration of the said Scheme / Project with the Gujarat Real Estate Regulatory Authority in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the RERA Act**”) and the Rules and Regulations made thereunder;

AND WHEREAS, the Vendor has executed an Agreement for Sale dated _____ in favor of the Allottee duly notarised at Serial no. _____ before Public Notary agreeing to sell the said Unit in accordance with the terms and conditions contained therein.

OR

AND WHEREAS the Vendor has executed an Agreement for Sale dated _____ in favor of the Allottee which is registered with the Sub-registrar of Assurances under Serial No. _____, agreeing to sell the said Unit in accordance with the terms and conditions contained therein;

AND WHEREAS, the Vendor represents that it has not entered into any memorandum of understanding, agreement for sale, lease, or any other similar agreement with any other person or entity except above mentioned Agreement for Sale for the purpose of transfer or conveyance of the said Unit and that there are no encumbrances upon the Project Land and the title of the said Project Land and the said Unit is clear and marketable, except for the charge created in favor of Kotak Mahindra Investment Ltd., against which a NOC has been obtained in respect of the said Unit;

OR

AND WHEREAS the Promoter represents that it has not entered into any memorandum of understanding, agreement for sale, lease, or any other similar agreement with any other person or entity for the purpose of transfer or conveyance of the said Unit and that there are no encumbrances upon the Project Land and the title of the said Project Land and the said Unit is clear and marketable, except for the charge created in favor of

Kotak Mahindra Investment Ltd., against which a NOC has been obtained in respect of the said Unit;

AND WHEREAS, the Allottee is satisfied about the title to the said Project Land and the said Unit and that no requisition or objection mean to be raised on any matter relating thereto;

AND WHEREAS, the Town Development Department, Ahmedabad Municipal Corporation has granted the Building Use (B.U.) permission bearing reference no. BLNTI/W2/151013/GDR/A0646/R1/M1 dated 15.05.2017 for Block Nos. E + F and Building Use (B.U.) permission bearing reference no. _____ dated _____ for Block Nos. A + B + C + D i.e. the residential building;

AND WHEREAS the Promoter has agreed to sell and convey to the Allottee and the Allottee has agreed to acquire, the said Unit and has paid to the Promoter the sale consideration and that the Allottee has requested the Promoter to execute this Deed of Conveyance which the Promoter has agreed to do in the manner appearing hereinafter;

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:

In pursuance of this Deed of Conveyance and in consideration of a sum of **Rs. ____0,00,000 /- (Rupees _____ Only)** paid by the Allottee to the Promoter on or before execution hereof, being the total lump sum consideration (including consideration towards the common areas and facilities appurtenant to the premises), the receipt whereof the Promoter and/or the Land Owner hereby admit and acknowledge and of and from the same and every part thereof the Promoter and/or the Land Owner hereby absolutely forever acquit, release and discharge the Allottee being the entire consideration payable by the Allottee to the Promoter and/or the Land Owner, the details whereof are set out as under:-

Amount	Cheque / UTR No.	Cheque Dated	Bank- Branch

Rs. -0,000/-	Towards deposit of TDS calculated at the rate of 1% of total sale consideration under Section 194-IA of the Income Tax Act, 1961 vide Challan bearing serial no. --- dated --- having BSR code ----		
Rs. -0,00,000/-	Total Consideration		

Upon full and final consideration, the Promoter do hereby grant, convey, assure, release and transfer and shall put the Allottee in vacant and peaceful possession of Residential Unit **bearing No. __**, admeasuring approximately **___ square feet** equivalent to approximately **___ square meters** (carpet area) on the **___Floor** in Block **___** of the Scheme known as **“YASH ARIAN”** constructed on the said Project Land together with balcony / Verandah admeasuring **_____** square meters and wash area / balcony admeasuring **_____** square meters (if Applicable) and together with proportionate undivided share admeasuring approximately to **_____** square feet equivalent to approximately **_____** square meter on the said Land and together with right to use the common amenities in the said Scheme known as **“YASH-ARIAN”** constructed on the non-agricultural lands situate, lying and being at Mouje: Vadaj, Taluka: Ahmedabad City (West), District: Ahmedabad, bearing Survey No. 211/1+2 paiki being Plot No. – B admeasuring 9257 square meters to be allotted Final Plot No. 494, in the Town Planning Scheme No. 29 (Naranpura) Ahmedabad, more particularly described in **SCHEDULE-II** hereunder;

TOGETHER WITH right of passage and right of way for the purpose of the said Unit transferred to the Allottee and to use all common areas and facilities provided in the said Scheme for the use of Allottee including elevators, staircase of the Building and more particularly for the use of the said Unit transferred under this deed, specific use of elevator to approach the said Unit and the use of staircase that may be existing.

AND TOGETHER ALSO WITH all and singular all deeds and documents, writings, vouchers and other evidence of title and the plans, designs and relating to the said Project Land and said Unit 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 and facilities provided with the Unit in the scheme along with the undivided proportionate title in the commons areas;

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 Unit 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 into, out of or upon the said Unit and all benefits, claims and demands whatsoever in or upon the said Unit 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 COVENANT with the Promoter that Allottee has verified the area of the Unit and has found the construction 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 Unit Holders;

AND THAT the Allottee further covenants with the Promoter that, Allottee has become entitled to the said Unit, which is a part of the scheme named “**YASH ARIAN**” and that all the common areas and facilities are to be used enjoyed in common with the occupants/ Unit holders of other Unit and the Allottee shall own, use and occupy their Unit, subject to the maintenance payable towards Unit and also towards common area and shall also abide by the rules and regulations as may be framed in that behalf from time to time;

AND THAT The Promoter has obtained Project Loan from Kotak Mahindra Investment Ltd., However, the aforesaid bank has, vide its Provisional NOC Letter bearing Ref. _____ / 2017 dated _____ has permitted the sale of the said Unit subject to the realization of the total consideration and the Bank shall thereafter issue a Final NOC thereby releasing the said Unit from the entire lien, mortgage, charge and any other such encumbrance,;

OR

AND THAT The Promoter has obtained Project Loan from Kotak Mahindra Investment Ltd., However, the aforesaid bank has, vide its NOC Letter bearing Ref. _____ / 2017 dated _____ released the residential Unit No. _____, the subject matter of this presents, from the entire lien, mortgage, charge and any other such encumbrance;

AND THAT the Vendor do hereby covenant with the Allottee that, notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by, from, under, through or in trust for the Vendor or any one or more of them made, done, committed or omitted or knowingly suffered to the contrary, THEY the Vendor have in themselves good right, full power and absolute authority to grant, convey, release and assure the said Unit, being the same hereby granted, conveyed, released and assured or intended so to be unto and to the use of the Allottee exclusively in the manner aforesaid;

AND THAT the Promoter do hereby covenant with the Allottee that if required as per applicable law, the Allottee shall, upon formation of the Association of the Allottees or the competent authority or the Society, grant, convey, release and assure the undivided proportionate title in the commons areas to the Association of the Allottees or the competent authority, as the case may be;

AND THAT free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharged from or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from, under, through or in trust for the

Vendor or any person or persons having lawfully equitably claiming any estate or interest whatsoever in the said Unit or any part thereof from, under, through or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Allottee or any of them or of the person or persons requiring the same claiming under them do and execute and caused to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the said Unit and every part thereof UNTO and to the use of Allottee in the manner aforesaid or its Counsel-in-Law shall be reasonably required;

The Allottee for themselves with an intention to bind all persons into whosoever hand the said Unit may come, do and/ or each of them do hereby covenant with the Vendor as follows:

- (a)** the Allottee has verified with the help of their own architect and engineer the area of construction of the said Unit with the 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;
- (b)** the Allottee agrees and understands that the said Unit is being constructed in accordance with standard specifications disclosed to the Allottee and that the Allottee is fully satisfied with regard to the plumbing, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, glass, tiles and other items to be provided in the said Unit and shall not in future raise any claim in that respect. The Allottee shall not at any time thereafter raise any dispute objection or contention whatsoever in that behalf. If within a period of 5 (five) years from the date of the Promoter handing over the possession of the Unit to the Allottee, the Allottee brings to the notice of the Promoter any constructional or structural defect/s in the said Unit or the building in which the Unit situated or the material used thereon (wear and tear, loss or damage due to acts of God and misuse, always excepted), wherever possible, such defects unless caused by, or attributable to, wear and tear, acts of God or misuse shall be rectified/repared by the Promoter at its own costs; provided that if it is not possible to rectify/repair such defects, then the Allottee shall be entitled to receive from the Promoter reasonable compensation for rectifying such defect,

based on the estimated cost of rectifying such defect as may be determined by the Promoter's Architect.

Provided that the Promoter shall not be liable in respect of any structural defect or defects caused (i) on account of workmanship, quality or provision of service which cannot be attributable to the Promoter / its agents or is otherwise beyond the control of the Promoter or (ii) on account of an act / omission / default attributable to the Allottee, in which case the Allottee shall be liable to rectify / repair at his/her/their own cost and expenses.

- (c) the Allottee has also apprised themselves of a fact that the Promoter has received B.U. permission for residential buildings and that upon execution of this Deed of Conveyance and/or upon completion of the said Unit, whichever is later, the Promoter shall hand over the vacant and peaceful possession of the said Unit to the Allottee and the Allottee agrees to execute necessary documents, if required, in respect thereof;
- (d) Over and above the total consideration, the Allottee shall also be liable to and hereby agrees to pay charges in regard of Electricity, AMC - charges, Maintenance deposit, Maintenance Expenses for two (2) years, legal charges, Service tax, GST or any other prevailing Govt. charges / deposits at the time of taking possession of the said Unit. The Allottee shall further be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars and another expenses necessary and incidental to the management and maintenance of the Project Land and Building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional contribution as may be intimated by the Promoter towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the Society or the Association of the Limited Company as aforesaid;

- (e) the Allottee agrees to maintain the Unit at their own cost in good and tenable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof without the consent of the Society or the association of the allottees or the competent authority and the local authorities, if required;
- (f) the Allottee along with other allottee(s) of Unit in the Building agrees to join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee, if any, changes or modifications 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;
- (g) the Allottee acknowledge and undertake to become member in a Society or the association of the allottees or the competent authority of the said Scheme for the purpose of common maintenance and smooth functioning of the common areas and facilities. The Allottee further agrees and acknowledge that, the Promoter will maintain the common areas and facilities of the Scheme for a period of 1 (One) year from the date of receipt of B.U.and/or till the formation of Society or the association of the allottees or the competent authority, whichever is later and the Allottee shall be liable to abide by all the rules and regulation formed by the Promoter in that regard;

- (h)** the Allottee agrees to observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings;
- (i)** the Allottee further agrees to pay the 2 years advance maintenance charges as may be determined by the Promoter or Association of Allottees, as the case may be and further that if, the maintenance amount is found to be insufficient to cover monthly expenses/charges either during the period for which it is paid or thereafter, the Allottee agrees to bear additional amount that may be payable by them to the Promoter and/or Service Society/ Association and that the rate of such maintenance charges will be proportionate to the carpet area of the respective Units;
- (j)** the Allottee agrees to maintain the design/elevation of the said Scheme and further agrees and undertake to follow, comply and observe rules and regulations, bye-laws of the Society/ Association and resolutions that may be passed by the Society/ Association from time to time inclusive of the regulations for the use of the said Unit conveyed to the Allottee and the right to use common areas and facilities;
- (k)** the Allottee agrees and understand that name of Building shall be ‘Yash Arian’ and the said name shall not be liable to be changed by Allottee or Association of Allottees. Further the Promoter shall be engraving neon sign board/s of its own name or logo or the building name at terrace or one or more places in Building, and the said names and/or logo will be retained in Building forever;

- (l) the Allottee agrees and understand that no servants, drivers etc. shall be allowed to stay or sleep overnight in any of the common areas of the Building;
- (m) the Allottee agrees and understand that no pets will be allowed to loiter freely in the building premises, lifts, lobby and other open / common area except when accompanied by caretaker and further no pigeon feeding, bird feeding/pet feeding shall be allowed anywhere within the building premises except inside the Unit of the member;
- (n) the Allottee has become entitled to the said Unit in a building which is a part of the said Scheme and that all the common areas and facilities are to be enjoyed in common with the occupants/Unit holders of other Unit, that is to say, the Allottee are under no circumstances entitled to ask for a separate share in the said Project Land or any part thereof or of any common areas and facilities and the Allottee shall own, use and occupy their Unit exclusively and enjoy common areas and facilities subject to their proportionate share of maintenance charges decided by the Promoter and/or Society/Association as may be payable by them from time to time;
- (o) The Allottee agrees and understands that the common amenities allotted to Commercial Units shall not be accessed and used by the Allottee of Residential Units and similarly the common amenities allotted to Residential Units shall not be accessed and used by the Allottee of Commercial Units. The Allottee further agrees that the Common amenities and facilities shall be available to other prospective Allottees of the Residential units of other Towers in the said Scheme as well as prospective Allottees of any other development of Residential Units in the said total land;
- (p) The Allottee agrees and understand that there are separate parking areas for the occupant of Commercial cum Residential Unit Holders and the Allottee shall not occupy the parking area other than demarked parking slot for respective Units. Further, the Allottee agrees and understands that the space for parking of vehicles allotted with the said Unit shall remain attached with the said Unit. Such parking space shall not be used for any purpose

other than parking of private and personal vehicles and shall be transferred to the Unit holder on execution of this Deed of Conveyance. The Allottee shall not sell, purchase, rent or transfer the space for parking of vehicles allotted with the said Unit in any manner to any third person;

- (q) The parking space to be allotted with the said Unit 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 Unit holder/s will be decided by the Promoter and the same shall be binding upon the Allottee herein and other prospective purchasers in the Scheme.
- (r) The Allottee agrees and understands that there shall be separate entrance/ exit gate for Commercial and Residential Units and the Allottee shall have way of right and access through way which it is meant for the respective Units.
- (s) the Allottee agrees and understands that there shall be separate Service Society/Association to act, collect deposits, incur expenses, decide the rules and regulations, etc., of respective Commercial cum Residential Units;
- (t) the Allottee agrees to use the said Unit or any part thereof or permit the same to be used only for residential purpose only and for no other purpose including without limitation, any activities of a commercial nature, any educational or recreational activities, or any such activity which would create nuisance for the other unit holders / members of the Scheme and that the Allottee shall use the garage or parking space allotted with the said Unit only for purpose of keeping or parking vehicle;
- (u) the Allottee agrees and understands that all balance FSI (floor space index) surplus, future, available by purchase from the authority, floating, transferable or any FSI available in respect of the Project Land and the Project shall belong to and will be of ownership of the Promoter only. Further the Allottee explicitly agrees to such use of the TDR-FSI by the Promoter and further understands that in the event such additional construction is undertaken in the said Scheme, the undivided share of the Allottee

in the said Project Land shall be adjusted accordingly and the Allottee shall not object to such change and further agrees to co-operate with the Promoter in respect thereof;

- (v) the Allottee agrees not to keep anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the buildings in the said scheme except the place being selected and assigned by the Promoter. The Promoter and/or the Society/Association shall be entitled to remove such sign boards, hoarding or name board without any notice to the Allottee if found in breach of this provision. The Allottee further agrees that it shall also not put up any additional structures (whether temporary or permanent in nature) outside the said Unit nor shall not undertake any changes / additional works on the outer panels / outer walls of the said Unit.
- (w) the Allottee agrees to maintain the said Unit at Allottee's own cost in good tenantable condition from the date the possession of the said Unit is taken and shall not do or cause to be done anything in or to the said Unit / Building or the said Scheme in which the said Unit is situated, its staircase or any passage, etc. which may be against the rules, regulations or bye-laws of concerned local authority or any other authority or change/alter or make addition in or to the building in which the said Unit is situated and to the said Unit itself or any part thereof;
- (x) the Allottee agrees not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, lift, common passages or any other structure of the building in which the said Unit is situated including entrances of the building in which the said Unit is situated and in case any damage is caused on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;

- (y)** the Allottee undertakes not permit to be done in the conduct of or upon the said Unit, or upon the common areas and facilities of the said Scheme or any part thereof, anything which maybe socially undesirable, or which may be or may become nuisance or create harm, danger, risk, hazard or annoyance or in any way interfere with the peace or comfort of the members of the said Scheme. The Allottee also undertakes not carry out any offensive or prohibitive activities of any nature in the said Unit or in any part of the said Scheme;
- (z)** the Allottee agrees and undertakes not to fix any air conditioners at any places other than those earmarked for fixing the same, and/or which affect the elevation of the Said Building in any manner whatsoever;
- (aa)** the Allottee agrees and undertakes not to shift/change locations of kitchen/pantry and toilets, and/or affect the drainage system of the Said Building in any manner whatsoever;
- (bb)** the Allottee shall not encroach upon, or make use of, any portion of the Said Building other than as specifically permitted herein;
- (cc)** the Allottee agrees pay to the Promoter, within seven (7) days of a demand made in writing by the Promoter, the Allottee's share of the security deposit/s demanded by the concerned government, local or public or private bodies or authorities, for giving water, drainage, electricity, telephone or any other service/utility connections to the Said Building;
- (dd)** the Allottee agrees to carry out at his/her/their own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Unit is situated which may be governed under the Rules and Regulations and bye-laws of the said body, the concerned local authority or other public authority. And 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;

- (ee)** the Allottee undertakes not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the said Building in which the said Unit is situated and to keep the land, sewers, drains, pipes in the said Unit and appurtenances thereof in good tenable condition, and in particular, so as to support shelter and protect the other part of the said building/s in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs, or RCC structure or undertake other structural changes without prior written permission of the Promoter and/or the Society or Association as the case may be.
- (ff)** the Allottee shall permit the Promoter and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the said Unit or any part of the building and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drainages, water and drainage pipes, cables, water covers, gutters, wires or other conveniences belonging to or servicing or used for the building/s and also for the purpose of laying down, maintaining, repairing re-constructing and testing drainage, gas, water pipes and electric wires, cables for internet/TV and for similar or other purposes;
- (gg)** the Allottee undertakes not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the said Building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the said insurance;
- (hh)** the Allottee shall make suitable arrangement for removal of debris arising out of any permitted interior decoration, renovation, furniture making or any other allied work in the Unit, and in the event such debris is not removed by the Allottee, to pay/reimburse the Promoter the cost incurred in the removal thereof;

- (ii)** the Allottee shall keep all the construction / furnishing materials / debris including cement, sand, bricks, marble in their Unit or out of the building in the event of any civil or other repair work in the Unit. No open spaces shall be allowed to be used for storing any materials / debris inside the building;
- (jj)** the Allottee agrees not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Project Land and the said building in which the said Unit is situated;
- (kk)** the Allottee agrees 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;
- (ll)** the Allottee shall be entitled to let, sub-let, transfer, assign or part with the said Unit or part of it with Allottee's interest or benefit factor of this Agreement or part with the possession of the said Unit only after all the dues payable by the Allottee to the Promoter and/or the Society/Association under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement/Bye-laws of the Society/Association and only after obtaining prior written permission of the Promoter and/or the Society/Association as the case may be;
- (mm)** the Allottee shall observe and perform all the rules and regulations, which the Society/Association may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the units therein and for the observance and performance of the said building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Association regarding the occupation and the use of the said Unit in the said Scheme and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement/Bye-laws of the Society/Association.

- (nn)** the Allottee shall not close verandah or balconies and/or shall not carry out any changes without the sanction and permission of the Promoter and also shall not make any alterations or changes in the elevation and outside color scheme of the said Unit and/or the said building;
- (oo)** 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, open terrace, etc. of the Unit, or above/over/around any part or portion of the Unit, or the open terraces, stilt 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;
- (pp)** 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 Unit 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 Unit.
- (qq)** The Allottee hereby agrees and confirms that the Promoter has provided with and explained the bifurcation towards the total consideration vis-à-vis the cost involved for the separate areas of the said Unit and the Allottee shall not be entitled for any further separate estimate of land contribution, construction contribution or any other separate detailed particulars of the amount paid as consideration, except as particularly provided by the Promoter.
- (rr)** the Allottee shall at no time demand partition of his/her/its/their interest in the building or the Scheme or the said Project Land. It is

being agreed and declared by the Allottee that the interest as stated above is impartible.

- (ss) the Allottee would be entitled to transfer their rights under this Deed of Conveyance subject to the conditions contained herein provided however that they would be entitled to transfer only with the prior permission of the Promoter or association of allottees or competent authority, subject to payment of transfer fees and conditions that may be imposed for the same provided further that the Promoter or the Service Society/Association of Members may refuse to grant such permission for transfer of rights under this Deed of Conveyance without assigning any reasons thereof;

AND THAT, wherever in this Deed it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, and wherever undivided proportionate title in the common areas are to be considered, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project;

AND THAT this Deed of Conveyance, 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 the RERA Act together with the rules and regulations formed thereunder or other relevant acts, rules and statutes, such term shall, insofar as it is severable 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.

AND THAT the Promoter has confirmed and assured the Allottee that, the said Project Land is not falling under the disturbed area declared under Gujarat Prohibition of Transfer of Immovable Lands and Provision for Protection of Tenants from Eviction from property in Disturbed Areas Act, 1991 and therefore, the Promoter does not require to obtain any

permission under the aforesaid act for the transfer or conveyance thereof under this Deed.

AND THAT The lump sum purchase consideration of the said Unit is exclusive of the taxes, levies chargeable by Central / State Government authority or 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 in respect of any amount liable to be paid by the Allottee under the terms and conditions of this Deed of Conveyance have a first lien and charge on the said Unit.

AND THAT the expenses of this Deed of Conveyance such as stamp duty, registration fees and other registration expenses shall be borne and paid by the Allottee alone and that for the purpose of calculation of Stamp Duty, the Super-Built-up area of the said Unit is _____ square feet i.e. approximately admeasuring _____ square meters.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to these presents the day and year first hereinabove written.

SCHEDULE– I ABOVE REFERRED TO
(Particulars of the said Project Land)

All that piece and parcel of non-agricultural lands bearing Survey No. 211/1 paiki and 211/2 paiki being Plot No. – B admeasuring 9257 square meters comprised in Town Planning Scheme No. 29 (Naranpura) by Final Plot No. 494, situate, lying and being at Mouje: Vadaj, Taluka: Sabarmati [Old Taluka: Ahmedabad City (West)], District: Ahmedabad, and the said project land is bounded as follows:-

On or towards East by	:	Survey No. 211/2
On or towards West by	:	30-00 meters wide road
On or towards North by	:	Survey No. 212
On or towards South by	:	30-00 meters wide road

SCHEDULE– II ABOVE REFERRED TO
(Particulars of the said Unit)

All that Residential premises being **Unit bearing No.** _____, admeasuring approximately _____ **square feet** equivalent to approximately _____ **square meters** (carpet area) on the _____ **Floor** of the said Scheme constructed on the said Project Land together with balcony / Verandah admeasuring _____ square meters and wash area / balcony admeasuring _____ square meters (if Applicable) and together with proportionate undivided share admeasuring approximately to _____ square feet equivalent to approximately _____ square meter on the said Land and together with the right to use common amenities in the scheme known as “**YASH- ARIAN**” being constructed on the said land described in the Schedule-I, bounded as follows:

Unit bearing No. _____
On or towards East : _____
On or towards West : _____
On or towards North : _____
On or towards South : _____

SIGNED & DELIVERED BY
THE WITHINNAMED
(THE LAND OWNER)
YASH PROCON PRIVATE LIMITED.

Through its Authorized Signatories
(i) Mr. _____

(ii) _____

SIGNED & DELIVERED BY
THE WITHINNAMED
(THE PROMOTER)
M/S. YASH-ARIAN INFRA LLP

Through its Authorized Signatories
(i) Mr. _____

(ii) _____

SIGNED & DELIVERED BY
THE WITHINNAMED

(THE ALLOTTEE)

In the presence of:

1. _____

2. _____

SCHEDULE UNDER SECTION 32(A) OF THE REGISTRATION ACT
SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF THE LAND OWNER

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
_____ Mr. _____		
_____ Mr. Authorized Signatories of <u>YASH PROCON</u> <u>PRIVATE LIMITED.</u>		

SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF THE PROMOTER

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
_____ Mr. _____		
_____ Mr. Authorized Signatories of <u>YASH-ARIAN INFRA</u> <u>LLP</u>		

SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF
THE ALLOTTEE

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>

DEED OF CONVEYANCE FOR COMMERCIAL UNIT

Sub: For: Unit no. _____, situate at _____ Floor, of the Commercial cum Residential Project of the scheme known as “YASH-ARIAN” bearing Survey No. 211/1 paiki and 211/2 paiki being Plot No. – B admeasuring 9257 square meters comprised in Town Planning Scheme No. 29 (Naranpura) by Final Plot No. 494 being situated on land lying and being at Mouje: Vadaj, Taluka: Sabarmati, District: Ahmedabad.

=====
Consideration: Rs. _____ /- (Rupees: _____ Only)
=====

~ 2~

THIS **DEED OF CONVEYANCE** made at Ahmedabad on this ____ day of _____ in the Christian Year Two Thousand Seventeen by and between:

BY AND BETWEEN

YASH PROCON PRIVATE LIMITED, (PAN. AAACY 3996 L), a company duly incorporated under the companies act, 1956 bearing CIN-U45201GJ2009PTC058795 and having its registered office at A-5, Jaymangal House, Opp. Sakar-I, Near Gandhigram Railway Station, Ashram Road, Ahmedabad - 380 009, represented by its directors _____, hereinafter referred to as the "**LAND OWNER**" (which expression shall unless repugnant to the context and meaning thereof mean and include its successors and assigns) **OF FIRST PART;**

AND

M/S YASH-ARIAN INFRA LLP, (PAN: AABFY3129K), a limited liability partnership formed under the limited liability partnership act, 2008, having its registered office at A-5, Jaymangal House, Opp. Sakar-I, Near Gandhigram Railway Station, Ashram Road, Ahmedabad - 380 009 represented by its partners _____, hereinafter referred to as "**THE DEVELOPER**" or "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its partner or partners for the time being constituting the Firm and their heirs, executors & administrators) of the **SECOND PART;**

The **LAND OWNER** and the **PROMOTER** are hereinafter collectively referred to as the "**VENDOR**".

AND

[If the Allottee is a HUF] Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as "**the Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[OR]

[If the Allottee is a company] _____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) OF THE OTHER PART.

[OR]

[If the Allottee is a Partnership] _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) _____ authorized vide _____, hereinafter referred to as **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) OF THE OTHER PART.

[OR]

[If the Allottee is an Individual] Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____) hereinafter called **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) OF THE OTHER PART.

The **LAND OWNER**, the **PROMOTER** and the **ALLOTTEE** are hereinafter individually referred to as “Party” and collectively as “the Parties”.

WHEREAS, YASH PROCON PRIVATE LIMITED (hereinafter referred to as the **“Land Owner”**) is entitled to all that pieces and parcel of non-agricultural lands situate, lying and being at Mouje: Vadaj, Taluka: Sabarmati, District: Ahmedabad, bearing Survey No.211/1 paiki and 211/2 paiki being Plot No. – B admeasuring 9257 square meters

comprised in Town Planning Scheme No. 29 (Naranpura) by Final Plot no. 494, more particularly described in **SCHEDULE-I** hereunder written (hereinafter referred to as the **“Said Land / “Project Land”**);

AND WHEREAS, the Land Owner by a Development Agreement dated 27.02.2015 registered before the Sub-Registrar of Assurances, Ahmedabad, at serial no. 2186/2015 entrusted **YASH-ARIAN INFRA LLP** (hereinafter referred to as **“the Developer” or “the Promoter”**) the rights for developing the said Project Land by evolving a scheme of Commercial cum Residential units;

AND WHEREAS, the Promoter has proposed to develop a scheme comprised of Commercial cum Residential units (collectively to be known as **“building”**) on the said Project Land to be known as **“YASH-ARIAN”**, (hereinafter referred to as **“the said Scheme/Project”**), more particularly described in SCHEDULE-I hereunder written;

AND WHEREAS, the Non Agricultural Permission for Residential purpose was granted for land admeasuring 9257 square meters by District Collector, Ahmedabad vide an order no. CB/Land-1/NA/SR-484/2009 dated 23.03.2010 subject to terms and conditions contained therein, of which further a revised Non Agricultural Permission for Commercial purpose for land admeasuring 3300 square meters was granted by District Collector, Ahmedabad vide an order no. N.A/U-1/C-65A/Case No. 7/Vadaj/2013-14 dated 05.03.2014;

AND WHEREAS the Promoter has proposed to construct on the Project Land 6 (Six) building, out of which 4 (four) buildings have First Cellar, Second Cellar, ground floor level and 14 upper floors containing total 238 residential units and 2 (two) buildings having ground floor level and 5 upper floors containing 188 commercial units;

AND WHEREAS, the development plan layout was sanctioned pursuant to which Commencement Letter bearing No. 6351/151013/A0645/R1/M1 dated 28.06.2016 for construction of residential units in Block Nos. A+B+C+D and No. 6352/151013/A0646/R1/M1 dated 28.06.2016 for construction of commercial units in Block Nos. E+F on the said Project land was issued by the Ahmedabad Municipal Corporation;

AND WHEREAS, the Promoter and the Land Owner i.e. the Vendor agrees to sell to the Allottee herein and the Allottee agrees to acquire Commercial Shop/Office **Unit bearing No.** _____, admeasuring approximately _____ **square feet** equivalent to approximately _____ **square meters** (carpet area) on the _____ **Floor** of the said Scheme constructed on the said Project Land and together with proportionate undivided share admeasuring approximately to _____ square feet equivalent to approximately _____ square meter on the said Project Land and together with the right to use common amenities in the Commercial scheme on the terms and conditions contained therein and, more particularly described in the **SCHEDULE-II** hereunder written (hereinafter referred to as “**the said Unit**”);

AND WHEREAS the Promoter is in possession of the Project Land and has sole and exclusive right to sell the Units in the said Building/s to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee(s)/s of the Units to receive the sale consideration in respect thereof;

AND WHEREAS, the Vendor has the right to enter into this Deed and confirms that they are not restricted in any manner whatsoever from selling the said Unit to the Allottee and further that Vendor has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

AND WHEREAS the Allottee is provided with (i) Floor Plan and specifications of the Unit, (ii) Authenticated copies of the plans of the Unit agreed to be purchased by the Allottee as approved by the concerned local authority, (iii) Authenticated copies of Certificate of Title issued by Promoter’s advocate, (iv) Authenticated copies of Property card or extract of Village Forms VI and VII and XII or related revenue records, (v) Specification and amenities for the Unit and (vi) description of the common areas / open spaces and facilities to be provided by the Promoter, and the Allottee has inspected such records and is satisfied in respect of the same;

AND WHEREAS the Promoter has registered the Scheme / Project with the Gujarat Real Estate Regulatory Authority vide Registration no. _____ in accordance with the provisions of the Real Estate

(Regulation and Development) Act, 2016 (hereinafter referred to as “**the RERA Act**”) and the Rules and Regulations made thereunder;

OR

AND WHEREAS the Promoter has applied for registration of the said Scheme / Project with the Gujarat Real Estate Regulatory Authority in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the RERA Act**”) and the Rules and Regulations made thereunder;

AND WHEREAS, the Vendor has executed an Agreement for Sale dated _____ in favor of the Allottee duly notarised at Serial no. _____ before Public Notary agreeing to sell the said Unit in accordance with the terms and conditions contained therein.

OR

AND WHEREAS the Vendor has executed an Agreement for Sale dated _____ in favor of the Allottee which is registered with the Sub-registrar of Assurances under Serial No. _____, agreeing to sell the said Unit in accordance with the terms and conditions contained therein;

AND WHEREAS, the Vendor represents that it has not entered into any memorandum of understanding, agreement for sale, lease, or any other similar agreement with any other person or entity except above mentioned Agreement for Sale for the purpose of transfer or conveyance of the said Unit and that there are no encumbrances upon the Project Land and the title of the said Project Land and the said Unit is clear and marketable, except for the charge created in favor of Kotak Mahindra Investment Ltd., against which a NOC has been obtained in respect of the said Unit;

OR

AND WHEREAS the Promoter represents that it has not entered into any memorandum of understanding, agreement for sale, lease, or any other similar agreement with any other person or entity for the purpose of transfer or conveyance of the said Unit and that there are no encumbrances upon the Project Land and the title of the said Project Land and the said Unit is clear and marketable, except for the charge created in favor of Kotak Mahindra Investment Ltd., against which a NOC has been obtained in respect of the said Unit;

AND WHEREAS, the Allottee is satisfied about the title to the said Project Land and the said Unit and that no requisition or objection mean to be raised on any matter relating thereto;

AND WHEREAS, the Town Development Department, Ahmedabad Municipal Corporation has granted the Building Use (B.U.) permission bearing reference no. BLNTI/W2/151013/GDR/A0646/R1/M1 dated 15.05.2017 for Block Nos. E + F i.e. the commercial building;

AND WHEREAS the Promoter has agreed to sell and convey to the Allottee and the Allottee has agreed to acquire, the said Unit and has paid to the Promoter the sale consideration and that the Allottee has requested the Promoter to execute this Deed of Conveyance which the Promoter has agreed to do in the manner appearing hereinafter;

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:

In pursuance of this Deed of Conveyance and in consideration of a sum of **Rs. __0,00,000 /- (Rupees _____ Only)** paid by the Allottee to the Promoter on or before execution hereof, being the total lump sum consideration (including consideration towards the common areas and facilities appurtenant to the premises), the receipt whereof the Promoter and/or the Land Owner hereby admit and acknowledge and of and from the same and every part thereof the Promoter and/or the Land Owner hereby absolutely forever acquit, release and discharge the Allottee being the entire consideration payable by the Allottee to the Promoter and/or the Land Owner, the details whereof are set out as under:-

Amount	Cheque / UTR No.	Cheque Dated	Bank- Branch
Rs. -0,000/-	Towards deposit of TDS calculated at the rate of 1% of total sale consideration under Section 194-IA of the Income Tax Act, 1961 vide Challan bearing serial no. --- dated --- having BSR code ----		

Rs. -0,00,000/-	Total Consideration
-----------------	---------------------

Upon full and final consideration, the Promoter do hereby grant, convey, assure, release and transfer and shall put the Allottee in vacant and peaceful possession of Commercial Shop / Office being Unit **bearing No. __**, admeasuring approximately **____ square feet** equivalent to approximately **____ square meters** (carpet area) on the **____Floor** in Block **__** of the Scheme known as “**YASH ARIAN**” constructed on the said Project Land and together with proportionate undivided share admeasuring approximately to **_____ square feet** equivalent to approximately **_____ square meter** on the said Land and together with right to use the common amenities in the said Scheme known as “**YASH-ARIAN**” constructed on the non-agricultural lands situate, lying and being at Mouje: Vadaj, Taluka: Ahmedabad City (West), District: Ahmedabad, bearing Survey No. 211/1+2 paiki being Plot No. – B admeasuring 9257 square meters to be allotted Final Plot No. 494, in the Town Planning Scheme No. 29 (Naranpura) Ahmedabad, more particularly described in **SCHEDULE-II** hereunder;

TOGETHER WITH right of passage and right of way for the purpose of the said Unit transferred to the Allottee and to use all common areas and facilities provided in the said Scheme for the use of Allottee including elevators, staircase of the Building and more particularly for the use of the said Unit transferred under this deed, specific use of elevator to approach the said Unit and the use of staircase that may be existing.

AND TOGETHER ALSO WITH all and singular all deeds and documents, writings, vouchers and other evidence of title and the plans, designs and relating to the said Project Land and said Unit 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 and facilities provided with the Unit in the scheme along with the undivided proportionate title in the commons areas;

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 Unit 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 into, out of or upon the said Unit and all benefits, claims and demands whatsoever in or upon the said Unit 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 COVENANT with the Promoter that Allottee has verified the area of the Unit and has found the construction 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 Unit Holders;

AND THAT the Allottee further covenants with the Promoter that, Allottee has become entitled to the said Unit, which is a part of the scheme named “**YASH ARIAN**” and that all the common areas and facilities are to be used enjoyed in common with the occupants/ Unit holders of other Unit and the Allottee shall own, use and occupy their Unit, subject to the maintenance payable towards Unit and also towards common area and shall also abide by the rules and regulations as may be framed in that behalf from time to time;

AND THAT The Promoter has obtained Project Loan from Kotak Mahindra Investment Ltd., However, the aforesaid bank has, vide its Provisional NOC Letter bearing Ref. _____ / 2017 dated _____ has permitted the sale of the said Unit subject to the realization of the total consideration and the Bank shall thereafter issue a Final NOC thereby releasing the said Unit from the entire lien, mortgage, charge and any other such encumbrance,;

OR

AND THAT The Promoter has obtained Project Loan from Kotak Mahindra Investment Ltd., However, the aforesaid bank has, vide its NOC Letter bearing Ref. _____ / 2017 dated _____ released the Commercial Unit No. _____, the subject matter of this presents, from the entire lien, mortgage, charge and any other such encumbrance;

AND THAT the Vendor do hereby covenant with the Allottee that, notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by, from, under, through or in trust for the Vendor or any one or more of them made, done, committed or omitted or knowingly suffered to the contrary, THEY the Vendor have in themselves good right, full power and absolute authority to grant, convey, release and assure the said Unit, being the same hereby granted, conveyed, released and assured or intended so to be unto and to the use of the Allottee exclusively in the manner aforesaid;

AND THAT the Promoter do hereby covenant with the Allottee that if required as per applicable law, the Allottee shall, upon formation of the Association of the Allottees or the competent authority or the Society, grant, convey, release and assure the undivided proportionate title in the commons areas to the Association of the Allottees or the competent authority, as the case may be;

AND THAT free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharged from or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from, under, through or in trust for the Vendor or any person or persons having lawfully equitably claiming any estate or interest whatsoever in the said Unit or any part thereof from, under, through or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Allottee or any of them or of the person or persons requiring the same claiming under them do and execute and caused to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the said Unit and

every part thereof UNTO and to the use of Allottee in the manner aforesaid or its Counsel-in-Law shall be reasonably required;

The Allottee for themselves with an intention to bind all persons into whosoever hand the said Unit may come, do and/ or each of them do hereby covenant with the Vendor as follows:

- (a) the Allottee has verified with the help of their own architect and engineer the area of construction of the said Unit with the 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;
- (b) the Allottee agrees and understands that the said Unit is being constructed in accordance with standard specifications disclosed to the Allottee and that the Allottee is fully satisfied with regard to the plumbing, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, glass, tiles and other items to be provided in the said Unit and shall not in future raise any claim in that respect. The Allottee shall not at any time thereafter raise any dispute objection or contention whatsoever in that behalf. If within a period of 5 (five) years from the date of the Promoter handing over the possession of the Unit to the Allottee, the Allottee brings to the notice of the Promoter any constructional or structural defect/s in the said Unit or the building in which the Unit situated or the material used thereon (wear and tear, loss or damage due to acts of God and misuse, always excepted), wherever possible, such defects unless caused by, or attributable to, wear and tear, acts of God or misuse shall be rectified/repared by the Promoter at its own costs; provided that if it is not possible to rectify/repair such defects, then the Allottee shall be entitled to receive from the Promoter reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Promoter's Architect.

Provided that the Promoter shall not be liable in respect of any structural defect or defects caused (i) on account of workmanship, quality or provision of service which cannot be attributable to the Promoter / its agents or is otherwise beyond the control of the Promoter or (ii) on account of an act / omission /

default attributable to the Allottee, in which case the Allottee shall be liable to rectify / repair at his/her/their own cost and expenses.

- (c) the Allottee has also apprised themselves of a fact that the Promoter has received B.U. permission for the commercial buildings and that upon execution of this Deed of Conveyance and/or upon completion of the said Unit, whichever is later, the Promoter shall hand over the vacant and peaceful possession of the said Unit to the Allottee and the Allottee agrees to execute necessary documents, if required, in respect thereof;
- (d) Over and above the total consideration, the Allottee shall also be liable to and hereby agrees to pay charges in regard of Electricity, AMC - charges, Maintenance deposit, Maintenance Expenses for two years, legal charges, Service tax, GST or any other prevailing Govt. charges / deposits at the time of taking possession of the said Unit. The Allottee shall further be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars and another expenses necessary and incidental to the management and maintenance of the Project Land and Building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional contribution as may be intimated by the Promoter towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the Society or the Association of the Limited Company as aforesaid;
- (e) the Allottee agrees to maintain the Unit at their own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof without the consent of the

Society or the association of the allottees or the competent authority and the local authorities, if required;

- (f)** the Allottee along with other allottee(s) of Unit in the Building agrees to join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee, if any, changes or modifications 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;
- (g)** the Allottee acknowledge and undertake to become member in a Society or the association of the allottees or the competent authority of the said Scheme for the purpose of common maintenance and smooth functioning of the common areas and facilities. The Allottee further agrees and acknowledge that, the Promoter will maintain the common areas and facilities of the Scheme for a period of 1 (One) year from the date of receipt of B.U. permission and/or till the formation of Society or the association of the allottees or the competent authority, whichever is later and the Allottee shall be liable to abide by all the rules and regulation formed by the Promoter in that regard;
- (h)** the Allottee agrees to observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of

the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings;

- (i) the Allottee further agrees to pay 2 years advance maintenance charges as may be determined by the Promoter or Association of Allottees, as the case may be and further that if, the maintenance amount is found to be insufficient to cover monthly expenses/charges either during the period for which it is paid or thereafter, the Allottee agrees to bear additional amount that may be payable by them to the Promoter and/or Service Society/ Association and that the rate of such maintenance charges will be proportionate to the carpet area of the respective Units;
- (j) the Allottee agrees to maintain the design/elevation of the said Scheme and further agrees and undertake to follow, comply and observe rules and regulations, bye-laws of the Society/ Association and resolutions that may be passed by the Society/ Association from time to time inclusive of the regulations for the use of the said Unit conveyed to the Allottee and the right to use common areas and facilities;
- (k) The Commercial Units holders on the ground floor have an access to the surroundings of the commercial shops/units which are situated in the front portion of the Scheme. However, the Allottee agrees that it shall not put up any additional construction / objects (whether temporary and permanent in nature) or any such advertisement in the manner of hoarding, bill boards, standees or any other manner whatsoever in the common area outside the commercial units/shops.
- (l) the Allottee agrees and understand that name of Building shall be 'Yash Arian' and the said name shall not be liable to be changed by Allottee or Association of Allottees. Further the Promoter shall be engraving neon sign board/s of its own name or logo or the

building name at terrace or one or more places in Building, and the said names and/or logo will be retained in Building forever;

- (m)** the Allottee agrees and understand that no servants, drivers etc. shall be allowed to stay or sleep overnight in any of the common areas of the Building;
- (n)** the Allottee agrees and understand that no pets will be allowed to loiter freely in the building premises, lifts, lobby and other open / common area except when accompanied by caretaker and further no pigeon feeding, bird feeding/pet feeding shall be allowed anywhere within the building premises except inside the Unit of the member;
- (o)** the Allottee has become entitled to the said Unit in a building which is a part of the said Scheme and that all the common areas and facilities are to be enjoyed in common with the occupants/Unit holders of other Unit, that is to say, the Allottee are under no circumstances entitled to ask for a separate share in the said Project Land or any part thereof or of any common areas and facilities and the Allottee shall own, use and occupy their Unit exclusively and enjoy common areas and facilities subject to their proportionate share of maintenance charges decided by the Promoter and/or Society/Association as may be payable by them from time to time;
- (p)** The Allottee agrees and understands that the common amenities allotted to Commercial Units shall not be accessed and used by the Allottee of Residential Units and similarly the common amenities allotted to Residential Units shall not be accessed and used by the Allottee of Commercial Units. The Allottee further agrees that the Common amenities and facilities shall be available to other prospective Allottees of the Commercial units of other Towers in the said Scheme as well as prospective Allottees of any other development of Commercial Units in the said total land;
- (q)** The Allottee agrees and understand that there are separate parking areas for the occupant of Commercial cum Residential Unit Holders and the Allottee shall not occupy the parking area other than demarked parking slot for respective Units. Further, the Allottee agrees and understands that the space for parking of

vehicles allotted with the said Unit shall remain attached with the said Unit. Such parking space shall not be used for any purpose other than parking of private and personal vehicles and shall be transferred to the Unit holder on execution of this Deed of Conveyance. The Allottee shall not sell, purchase, rent or transfer the space for parking of vehicles allotted with the said Unit in any manner to any third person;

- (r) The parking space to be allotted with the said Unit 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 Unit holder/s will be decided by the Promoter and the same shall be binding upon the Allottee herein and other prospective purchasers in the Scheme.
- (s) The Allottee agrees and understands that there shall be separate entrance/ exit gate for Commercial and Residential Units and the Allottee shall have way of right and access through way which it is meant for the respective Units.
- (t) the Allottee agrees and understands that there shall be separate Service Society/Association to act, collect deposits, incur expenses, decide the rules and regulations, etc., of respective Commercial cum Residential Units;
- (u) the Allottee agrees to use the Unit or any part thereof or permit the same to be used only for commercial purpose and not for any other purpose and further shall use the garage or parking space allotted with the said Unit only for purpose of keeping or parking vehicle;
- (v) the Allottee agrees and understands that all balance FSI (floor space index) surplus, future, available by purchase from the authority, floating, transferable or any FSI available in respect of the Project Land and the Project shall belong to and will be of ownership of the Promoter only. Further the Allottee explicitly agrees to such use of the TDR-FSI by the Promoter and further understands that in the event such additional construction is undertaken in the said Scheme, the undivided share of the Allottee in the said Project Land shall be adjusted accordingly and the

Allottee shall not object to such change and further agrees to co-operate with the Promoter in respect thereof;

- (w) the Allottee agrees not to keep anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the buildings in the said scheme except the place being selected and assigned by the Promoter. The Promoter and/or the Society/Association shall be entitled to remove such sign boards, hoarding or name board without any notice to the Allottee if found in breach of this provision. The Allottee further agrees that it shall also not put up any additional structures (whether temporary or permanent in nature) outside the said Unit nor shall not undertake any changes / additional works on the outer panels / outer walls of the said Unit.
- (x) the Allottee agrees to maintain the said Unit at Allottee's own cost in good tenable condition from the date the possession of the said Unit is taken and shall not do or cause to be done anything in or to the said Unit / Building or the said Scheme in which the said Unit is situated, its staircase or any passage, etc. which may be against the rules, regulations or bye-laws of concerned local authority or any other authority or change/alter or make addition in or to the building in which the said Unit is situated and to the said Unit itself or any part thereof;
- (y) the Allottee agrees not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, lift, common passages or any other structure of the building in which the said Unit is situated including entrances of the building in which the said Unit is situated and in case any damage is caused on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;

- (z)** the Allottee undertakes not permit to be done in the conduct of or upon the said Unit, or upon the common areas and facilities of the said Scheme or any part thereof, anything which maybe socially undesirable, or which may be or may become nuisance or create harm, danger, risk, hazard or annoyance or in any way interfere with the peace or comfort of the members of the said Scheme. The Allottee also undertakes not carry out any offensive or prohibitive activities of any nature in the said Unit or in any part of the said Scheme;
- (aa)** the Allottee agrees and undertakes not to fix any air conditioners at any places other than those earmarked for fixing the same, and/or which affect the elevation of the Said Building in any manner whatsoever;
- (bb)** the Allottee agrees and undertakes not to shift/change locations of pantry and toilets, and/or affect the drainage system of the Said Building in any manner whatsoever;
- (cc)** the Allottee shall not encroach upon, or make use of, any portion of the Said Building other than as specifically permitted herein;
- (dd)** the Allottee agrees pay to the Promoter, within seven (7) days of a demand made in writing by the Promoter, the Allottee's share of the security deposit/s demanded by the concerned government, local or public or private bodies or authorities, for giving water, drainage, electricity, telephone or any other service/utility connections to the Said Building;
- (ee)** the Allottee agrees to carry out at his/her/their own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Unit is situated which may be governed under the Rules and Regulations and bye-laws of the said body, the concerned local authority or other public authority. And 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;

- (ff)** the Allottee undertakes not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the said Building in which the said Unit is situated and to keep the land, sewers, drains, pipes in the said Unit and appurtenances thereof in good tenable condition, and in particular, so as to support shelter and protect the other part of the said building/s in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs, or RCC structure or undertake other structural changes without prior written permission of the Promoter and/or the Society or Association as the case may be.
- (gg)** the Allottee shall permit the Promoter and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the said Unit or any part of the building and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drainages, water and drainage pipes, cables, water covers, gutters, wires or other conveniences belonging to or servicing or used for the building/s and also for the purpose of laying down, maintaining, repairing re-constructing and testing drainage, gas, water pipes and electric wires, cables for internet/TV and for similar or other purposes;
- (hh)** the Allottee undertakes not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the said Building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the said insurance;
- (ii)** the Allottee shall make suitable arrangement for removal of debris arising out of any permitted interior decoration, renovation, furniture making or any other allied work in the Unit, and in the event such debris is not removed by the Allottee, to pay/reimburse the Promoter the cost incurred in the removal thereof;

- (jj)** the Allottee shall keep all the construction / furnishing materials / debris including cement, sand, bricks, marble in their Unit or out of the building in the event of any civil or other repair work in the Unit. No open spaces shall be allowed to be used for storing any materials / debris inside the building;
- (kk)** the Allottee agrees not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Project Land and the said building in which the said Unit is situated;
- (ll)** the Allottee agrees 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;
- (mm)** the Allottee shall be entitled to let, sub-let, transfer, assign or part with the said Unit or part of it with Allottee's interest or benefit factor of this Agreement or part with the possession of the said Unit only after all the dues payable by the Allottee to the Promoter and/or the Society/Association under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement/Bye-laws of the Society/Association and only after obtaining prior written permission of the Promoter and/or the Society/Association as the case may be;
- (nn)** the Allottee shall observe and perform all the rules and regulations, which the Society/Association may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the units therein and for the observance and performance of the said building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Association regarding the occupation and the use of the said Unit in the said Scheme and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement/Bye-laws of the Society/Association.

- (oo)** the Allottee shall not close verandah or balconies and/or shall not carry out any changes without the sanction and permission of the Promoter and also shall not make any alterations or changes in the elevation and outside color scheme of the said Unit and/or the said building;
- (pp)** 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, open terrace, etc. of the Unit, or above/over/around any part or portion of the Unit, or the open terraces, stilt 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;
- (qq)** 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 Unit 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 Unit.
- (rr)** The Allottee hereby agrees and confirms that the Promoter has provided with and explained the bifurcation towards the total consideration vis-à-vis the cost involved for the separate areas of the said Unit and the Allottee shall not be entitled for any further separate estimate of land contribution, construction contribution or any other separate detailed particulars of the amount paid as consideration, except as particularly provided by the Promoter.
- (ss)** the Allottee shall at no time demand partition of his/her/its/their interest in the building or the Scheme or the said Project Land. It is

being agreed and declared by the Allottee that the interest as stated above is impartible.

- (tt) the Allottee would be entitled to transfer their rights under this Deed of Conveyance subject to the conditions contained herein provided however that they would be entitled to transfer only with the prior permission of the Promoter or association of allottees or competent authority, subject to payment of transfer fees and conditions that may be imposed for the same provided further that the Promoter or the Service Society/Association of Members may refuse to grant such permission for transfer of rights under this Deed of Conveyance without assigning any reasons thereof;

AND THAT, wherever in this Deed it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, and wherever undivided proportionate title in the common areas are to be considered, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project;

AND THAT this Deed of Conveyance, 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 the RERA Act together with the rules and regulations formed thereunder or other relevant acts, rules and statutes, such term shall, insofar as it is severable 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.

AND THAT the Promoter has confirmed and assured the Allottee that, the said Project Land is not falling under the disturbed area declared under Gujarat Prohibition of Transfer of Immovable Lands and Provision for Protection of Tenants from Eviction from property in Disturbed Areas Act, 1991 and therefore, the Promoter does not require to obtain any

permission under the aforesaid act for the transfer or conveyance thereof under this Deed.

AND THAT The lump sum purchase consideration of the said Unit is exclusive of the taxes, levies chargeable by Central / State Government authority or 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 in respect of any amount liable to be paid by the Allottee under the terms and conditions of this Deed of Conveyance have a first lien and charge on the said Unit.

AND THAT the expenses of this Deed of Conveyance such as stamp duty, registration fees and other registration expenses shall be borne and paid by the Allottee alone and that for the purpose of calculation of Stamp Duty, the Super-Built-up area of the said Unit is _____ square feet i.e. approximately admeasuring _____ square meters.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to these presents the day and year first hereinabove written.

SCHEDULE- I ABOVE REFERRED TO
(Particulars of the said Project Land)

All that piece and parcel of non-agricultural lands bearing Survey No. 211/1 paiki and 211/2 paiki being Plot No. – B admeasuring 9257 square meters comprised in Town Planning Scheme No. 29 (Naranpura) by Final Plot No. 494, situate, lying and being at Mouje: Vadaj, Taluka: Sabarmati [Old Taluka: Ahmedabad City (West)], District: Ahmedabad, and the said project land is bounded as follows:-

On or towards East by	:	Survey No. 211/2
On or towards West by	:	30-00 meters wide road
On or towards North by	:	Survey No. 212
On or towards South by	:	30-00 meters wide road

SCHEDULE– II ABOVE REFERRED TO
(Particulars of the said Unit)

All that Commercial Shop/Office premises **Unit bearing No.** _____, admeasuring approximately _____ **square feet** equivalent to approximately _____ **square meters** (carpet area) on the _____ **Floor** of the said Scheme constructed on the said Land and together with proportionate undivided share admeasuring approximately to _____ square feet equivalent to approximately _____ square meter on the said Land and together with the right to use common amenities in the scheme known as “**YASH- ARIAN**” being constructed on the said land described in the Schedule-I, bounded as follows:

Unit bearing No. _____
On or towards East : _____
On or towards West : _____
On or towards North : _____
On or towards South : _____

SIGNED & DELIVERED BY
THE WITHINNAMED
(THE LAND OWNER)
YASH PROCON PRIVATE LIMITED.

Through its Authorized Signatories
(i) Mr. _____

(ii) _____

SIGNED & DELIVERED BY
THE WITHINNAMED
(THE PROMOTER)
M/S. YASH-ARIAN INFRA LLP

Through its Authorized Signatories
(i) Mr. _____

(ii) _____

SIGNED & DELIVERED BY
THE WITHINNAMED

(THE ALLOTTEE)

In the presence of:

1. _____

2. _____

PHOTOGRAPH OF UNIT

Unit no. _____, Yash Arian, Memnagar, Ahmedabad

SIGNED & DELIVERED BY THE WITHIN NAMED		
YASH PROCON PRIVATE LIMITED. (THE LAND OWNER)	M/s. YASH-ARIAN INFRA LLP. (THE PROMOTER)	(THE ALLOTTEE)
 _____	 _____	 _____
Mr. _____	Mr. _____	(1)
 _____	 _____	 _____
Mr. _____	Mr. _____	(2)

SCHEDULE UNDER SECTION 32(A) OF THE REGISTRATION ACT
SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF THE LAND OWNER

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
_____ Mr. _____		
_____ Mr. Authorized Signatories of <u>YASH PROCON</u> <u>PRIVATE LIMITED.</u>		

SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF THE PROMOTER

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
_____ Mr. _____		
_____ Mr. Authorized Signatories of <u>YASH-ARIAN INFRA</u> <u>LLP</u>		

**SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF
THE ALLOTTEE**

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>