

DRAFT

CONVEYANCE DEED

Sale Deed of Residential Property being Flat No. _____ admeasuring about _____ Sq. mtrs of Carpet area, having Balcony area admeasuring about _____ sq.mtrs, Wash area admeasuring about _____ sq.mtrs and terrace area (if applicable) admeasuring about _____ sq.mtrs aggregating total Flat area admeasuring about _____ sq.mtrs of Built up Area situated on the _____ Floor in Block _____ in the scheme known as "APRICUS" project constructed on the Non-Agricultural Land bearing Final Plot No. 160 admeasuring about 4,007 Sq. Mtrs. (Given in lieu of Block No. 523 admeasuring about 6,677 Sq. Mtrs.) forming part of Draft Town Planning Scheme No. 52 (Ambli) situate, lying and being Moje Ambli, Taluka Ghatlodiya in the Registration District of Ahmedabad and Sub-District of Ahmedabad-09 (Bopal)

This CONVEYANCE DEED made at AHMEDABAD this..... day of, 2023 (Hereinafter shall be referred to as the "Conveyance Deed/Sale Deed")

BY AND BETWEEN

M/s. SAIYAMM REALTY, [PAN NO: _____], A Partnership Firm registered under the Indian Partnership Act, 1932 having its registered address at Top Floor, "SHILP AARON", Opp. T.R.P. Mall, Bopal Road Ahmedabad - 380058, Gujarat, India through its Authorised Partner

_____, [PAN No. _____], [AADHAAR No: _____], Aged about ____ years, Occupation: _____ Business, _____ presently residing _____ at _____, Gujarat. Hereinafter in this Conveyance Deed shall be referred to as "**THE PROMOTER/VENDOR/FIRST PARTY**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the said THE PROMOTER/VENDOR/FIRST PARTY, its Partners as at present and from time to time and its successors and assigns) of the **ONE PART**.

AND

SECOND PARTY/ PURCHASERS

[1] _____, [PAN NO: _____], [AADHAAR NO. _____], aged about ____ years, Religion _____, presently residing at _____.

[2] _____, [PAN NO: _____], [AADHAAR NO. _____], aged about ____ years, Religion _____, presently residing at _____.

(Hereinafter in this Conveyance Deed referred to as the "**SECOND PARTY**" or "**the PURCHASERS**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said **PURCHASERS**, their heirs, executors, administrators, agents, successors, legal representatives and assigns) of the **OTHER PART**.

The First Party and Second Party shall individually be referred to as Party and collectively as Parties.

(A) **AND WHEREAS** the VENDOR herein is absolute owner and is seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of Non-Agricultural Land bearing Final Plot No. 160 admeasuring about 4,007 Sq. Mtrs. (Given in lieu of Block No. 523 admeasuring about 6,677 Sq. Mtrs.) forming part of Draft Town Planning Scheme No. 52 (Ambli) situate, lying and being Moje Ambli, Taluka Ghatlodiya in the Registration District of Ahmedabad and Sub-District of Ahmedabad-09 (Bopal) and hereinafter in this Conveyance Deed shall be referred to as the said "**Project Land**" and in the revenue record the said lands stands in the name of the VENDOR herein and the details are more particularly described in **SCHEDULE-I** hereunder written.

(B) **AND WHEREAS** By and under Sale Deed dated 02-01-2023 registered before the Sub Registrar of Ahmedabad-9 (Bopal) at Serial No.33 on 02-01-2023, the VENDOR herein has purchased the said Project Land from its previous owner viz. Vimalbhai Parshottambhai Kathiriya. Mutation effect to the said effect was made in the revenue records of the said land vide Entry No. 6901 dated 09-01-2023. The said Mutation Entry is certified. Upon such Sale Deed, the VENDOR herein has been put in quiet, vacant and peaceful possession of the said Project Land.

- (C) **AND WHEREAS** the Non Agricultural Use Permission for Residential use with respect to the said Land, bearing Final Plot No. 160 admeasuring about 4,007 Sq. Mtrs. [Given in lieu of Block No. 523 admeasuring about admeasuring about 6,677 Sq. Mtrs.] forming part of Draft Town Planning Scheme No. 52 (Ambli), has been granted by the Collector, Ahmedabad vide his order dated 21-06-2010 bearing order no. CB/ LAND-02/ NA/ S.R./ 296/ 10/ C-32932. Mutation Entry to the said effect was made in the revenue records of the said land vide Entry No. 4319 dated 11-12-2009. The said Mutation Entry is certified.
- (D) **AND WHEREAS** the VENDOR has got the plans for construction on the said Project Land sanctioned from the Ahmedabad Municipal Corporation (AMC) and development permission was issued vide its order dated 24-03-2023 bearing Commencement Certificate (Rajachitthi) No. 07646/300822/A6421/R0/M1 in Case No.BHNTS/NWZ/300822/CGDCRV/A6421/R0/M1. ("**Development Permission**"). The construction detail is as per the Development Permission issued by designated authority attached herewith as **ANNEXURE-A**.
- (E) **AND WHEREAS** as per the said approved plans, the VENDOR has developed a Residential Project on the said Project Land named "**APRICUS**" (hereinafter referred to as said "Project"). The Project consists of Two (2) Blocks (i.e. A and B) having total Seventy (70) numbers of residential units and the construction details of the same is as per the Development Permission issued by designated/Competent authority.
- (F) **AND WHEREAS** the VENDOR has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said "**Act**") and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the said "**Rules**") with the Real Estate Regulatory Authority at Gandhinagar (hereinafter referred to as the said "**Authority**") and the said Authority has issued a Registration Certificate of Project dated _____ bearing reference no. _____.
- (G) **AND WHEREAS** as per the said approved plans, the Development work of the said Project on the said Project Land is completed and the Building Use (BU) permission bearing number _____ dated _____ has been received from the concerned authority.
- (H) **AND WHEREAS** the VENDOR has given copy of the approved plans, Commencement Certificate issued by AMC, copies of Sale Deed in favour of VENDOR, its Index No. 2, and Village 7-12 Forms, NA Permissions, and all relevant title documents etc. to the PURCHASERS herein. The PURCHASERS have also verified the documents filed/uploaded

by the VENDOR with the Real Estate Regulatory Authority. The PURCHASERS have carefully inspected and studied the same, got them scrutinized and examined by their lawyers, and are fully satisfied about them. That the PURCHASERS are fully satisfied about the right, title and interest of the VENDOR and its predecessors-in-title with respect to the said Project Land on which the said Project is developed as well as development permissions granted by competent authority. The PURCHASERS confirms that no further investigation is required in this regards and will never raise any objection in future.

(I) **AND WHEREAS** the VENDOR and PURCHASERS had negotiated for the sale of **Unit** being Flat bearing **No.** _____ totally admeasuring _____sq. mtrs (breakup as shown in the table below), situated on _____ **Floor** in Block ____ of the said Project "**APRICUS**" together with proportionate undivided impartible right in the said Project Land and appurtenant attached area and hereinafter referred to as the "**said Property**" in this Sale Deed and more particularly described in the **SCHEDULE- II** hereunder written for a Purchase Consideration of **Rs.** _____/- (**Rupees** _____**Only**). The detail of the carpet area (as per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASERS) to the said Property is as follows:

Unit No (Apartment)	Carpet Area Sq mtr	Wash Area Sq mtr	Balcony Area Sq. mtr	Terrace Area Sq.mtr (if applicable)	Total Area Sq. mtr	Proportionate Undivided land Sq. mtr

The above areas have been checked by the PURCHASERS and are completely satisfied with regards to the measurement of aforesaid carpet area and other appurtenant areas of the said Property and have no objections in this regard and shall not raise any dispute in future.

(J) **AND WHEREAS** an Agreement for Sale dated _____ was executed between the Parties, which was registered before the sub registrar of Ahmedabad-9 (Bopal), at serial no. _____ dated _____ for the sale of said Property.

(K) **AND WHEREAS** the Vendor/Project Developer being, said **M/s. SAIYAMM REALTY** has formed a Service Society namely _____ Service Society Limited for management and maintenance of the said Project (hereinafter in this Sale Deed shall be referred to as the said "**Service Society/Management Body**").

(L) **AND WHEREAS** the said Purchase Consideration is calculated on the basis of the Carpet Area of the said Property and includes proportionate price of the common areas and facilities of the said Project. The nature, extent and description of the common areas

and facilities of said Project are more particularly described in the **SCHEDULE-III** hereunder written.

(M) AND WHEREAS the PURCHASERS have paid the above stated price to the VENDOR in the manner as stated hereunder:-

Payment paid to VENDOR by PURCHASERS

Sr No.	Amount in Rs.	Cheque/DD/NEFT No.	Date	Bank Details
1				
2				
Total	Rs. _____/- (Rupees _____ Only)			

(N) AND WHEREAS the PURCHASERS have requested the VENDOR to convey the Said Property, more particularly described in the Schedule-II hereunder written in its/his/herfavour by execution and registration of this Conveyance Deed / Sale Deed which the VENDOR has agreed in the manner as hereinafter appearing.

I. NOW THIS INDENTURE WITNESSETH THAT in consideration of the payment of the said Purchase Consideration of Rs. _____/- (Rupees _____ Only) paid as mentioned above by PURCHASERS to the VENDOR being the full consideration payable by the PURCHASERS for the said Apartment more particularly described in the Schedule-II hereunder written; the payment and receipt whereof the VENDOR doth hereby admits and acknowledges and of and from the same and every part thereof forever acquit, release and discharge the PURCHASERS, the VENDOR doth hereby convey, grant, transfer and assure unto the PURCHASERS **ALL THAT** said Property (more particularly described in the SCHEDULE-II hereunder written) **TOGETHER WITH** the right to use common areas and facilities of the Project (more particularly described in the SCHEDULE-III hereunder written) appurtenant to the said Property proportionately with other owners of various units in the Project **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the VENDOR into out of or upon the said Property or any part thereof **TO HAVE AND TO HOLD** the said Property hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances **UNTO AND TO THE USE AND BENEFIT** of the PURCHASERS forever as full owner as members of the Management Body and subject to the rules, regulations and resolutions of the said Management Body and also subject to the terms and conditions stated in this Deed and in other agreements/deeds made in respect of this Property.

- II. The PURCHASERS are aware that, the entire land on which the said project is constructed will be eventually held by the all the purchasers of the units in the said Project. The PURCHASERS are aware that the other units situated in the Project shall be transferred in future and agreements and Sale deeds/Conveyance deed will be made in favor of such other buyers and hence, all the owners shall have undivided interest in the common facilities, areas and amenities and shall be entitled to use and enjoy them jointly subject to the terms mentioned herein.
- III. That quiet, vacant and peaceful possession of the said Property described in Schedule-II is delivered by the VENDOR herein to the PURCHASERS today and the PURCHASERS acknowledges the delivery of the said Property in good and proper condition. The PURCHASERS have verified and are satisfied with the quality of construction, specifications, fixtures, fittings, project amenities and facilities, etc. and they shall not raise any objections/claims in this respect in future. The PURCHASERS have also verified the physical condition of the said Property and are satisfied with the same. The PURCHASERS have completely satisfied themselves with regards to the measurement of carpet area of the said Property and have no objections in this regard and shall not raise any dispute in future. The PURCHASERS have inspected the said Property and the said Project including its amenities and facilities and acknowledges that they are completed in all respects.
- IV. AND the VENDOR doth hereby for itself, its successors and assigns COVENANT with the PURCHASERS that notwithstanding any act, deed, matter or thing whatsoever by the VENDOR or any of their ancestors or testators or any person or persons lawfully, or equitably claiming by, from, through, under it or them or omitted or knowingly suffered to the contrary the VENDOR now hath at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the said Property hereby granted, conveyed, released or assured or intended so to be unto and to the use of the PURCHASERS in the manner aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the Management Body.
- V. AND that the PURCHASERS, after obtaining possession of said Property from the VENDOR in writing shall and may at all time hereafter peacefully and quietly enter upon, occupy, possess and enjoy the said Property and receive the rents and profits thereof and of every part there to and for their use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the VENDOR or any members or any of them or claiming by, from, under or in trust for it or any of them upon fulfillment of and subject to what is stated herein.

- VI.** The PURCHASERS shall carry out at his own cost all internal or external repairs to the said Property and maintain the said Property at his cost and expenses in the same condition, state and order in which it has been delivered by the VENDOR to the Purchaser and shall not do or suffer to be done anything, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- VII.** AND full and free right liberty and license for the PURCHASERS, their heirs, executors, administrators, agents, successors, legal representatives and assigns for the time being of the said Property and they or their tenants and servants and all other persons authorized on their behalf by them from time to time and at all times after delivery of possession from the VENDOR in writing, by day and or night for all purposes connected with the use and enjoyment of the said Property to go, return, pass and re-pass with or without vehicles in, along, over and upon the land of common facilities and approaches subject to what is stated elsewhere in this Deed and rules made by the Management Body from time to time.
- VIII.** THE VENDOR covenants with the PURCHASERS that the said Project Land and construction or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said Property and that said Property is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the VENDOR has not taken any loan or financial assistance of any nature from anyone by creating charge over the said Property or its title deeds on the said Project Land. Therefore, the said Property is free from any mortgage or charge.
- IX.** The VENDOR hereby covenants to the PURCHASERS that, If within a period of five years from date of handing over the possession, the PURCHASER brings to the notice of the VENDOR any structural defect in the Property or the building in which the Property is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the VENDOR at its own cost and in case it is not possible to rectify such defects, then the PURCHASER shall be entitled to receive from the VENDOR, after the VENDOR agrees, compensation equal to cost to cure / rectify such defect. Provided that the VENDOR shall not be liable to rectify any defect or for payment of any compensation in the following cases:
- a. If the cause of any such defect is not attributable to the VENDOR or are beyond the control of the VENDOR; or

- b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. VENDOR shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier (Where the VENDOR himself has procured finished goods);
- d. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the PURCHASER and to honour such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the PURCHASERS/Management Body, the VENDOR shall not be responsible for any defects occurring due to the same.; or
- e. If the PURCHASERS have defaulted in any of its representations or warranties as mentioned in this agreement.
- f. VENDOR shall not be liable where the Management Body or the individual PURCHASERS have not adhered to maintenance schedule as prescribed by the manufacturer/VENDOR/Supplier.
- g. The PURCHASERS are hereby informed not to use acid for cleaning bath, toilet, wc, kitchen, balcony, terrace etc. because usage of acid causes the joints to open/widen resulting in seepage/leakage. In future if there is any leakage/seepage of water/gutter-line due to usage of acid then the PURCHASERS/Management Body shall be responsible for carrying out such repair work in its apartment/shop or in the apartment located on upper/lower floor at their own cost and expense.
- h. The PURCHASERS shall not carry out any alterations of any nature in the said Property which shall include but not be limited to alterations in columns, beams, or any structural elements etc. or in the fittings therein, in particular it is hereby agreed that the PURCHASERS shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the VENDOR then the defect liability automatically shall become void.
- i. That the PURCHASERS have been made aware and they expressly agreed that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure

which happens due to variation in temperature and which shall not be deemed to be structural/workmanship defects.

- j. It is expressly agreed that before any liability of defect is claimed by or on behalf of the PURCHASERS, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Sale Deed.

X. The Promoter/Vendor/Developer shall not claim or have any right over any future FSI, Additional F.S.I., common areas and terrace rights upon receipt of Building Use Permission. And if any such rights as mentioned hereinabove are available then the same will be enclosed by society of Purchasers.

XI. That the VENDOR has paid and shall pay all kinds of Panchayat taxes, Cesses, Betterment charges and Revenue Taxes etc in respect of the said Property up to the date of receipt of BU permission. Irrespective of the date of booking or sale deed execution, the PURCHASERS shall be liable to proportionately pay such taxes, Property taxes, cesses, charges, etc for the period post BU permission date. The PURCHASERS shall also be liable to proportionately pay water charges, drainage charges, gas connection charges, internet connection charges or any other connection charges in respect of the said Property.

XII. The PURCHASERS hereby undertakes and declare that they are legally entitled to buy the said Property under the prevailing laws and have taken necessary permissions for purchase of the said Property and have paid the consideration for the said Property through legally permissible means. It will be the sole responsibility of the PURCHASERS to abide by the terms and conditions of any such permission. On account of breach of any law or rules by the PURCHASERS, if any fine or penalty or punishment is imposed by any government authority then the same shall be the liability of the PURCHASERS alone and the PURCHASERS hereby completely indemnify the VENDOR in this regards for all times to come.

XIII. Without prejudice to other rights and remedies of the VENDOR / Management Body under the terms, conditions and provisions herein, and also otherwise available under the law and in addition thereto, the PURCHASERS shall indemnify and keep the VENDOR and all persons to claim under it / Management Body, other purchasers/allottees / employees, agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions on the part of PURCHASERS and against any loss, damage, liability, action, claim, suit,

proceedings, cost, charges and expenses that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the PURCHASERS as mentioned herein

- XIV.** The terms and conditions of all other deeds like agreement for sale, application form, etc shall also be binding upon the PURCHASERS and their heirs, assignees, transferees for all times to come.
- XV.** The PURCHASERS accept, confirm and record that they have been given all documents, details, particulars, as are specified under the said RERA Act and the rules and regulations made thereunder, and the PURCHASERS are satisfied in respect of the same. The PURCHASERS further agree and confirm that the VENDOR to the satisfaction of PURCHASERS have carried out all functions, duties and obligations imposed upon the VENDOR under the said RERA Act, rules, regulations and guidelines framed / issued thereunder and also under the Agreement for Sale, and the PURCHASERS have no complaint or grievance or objection of any nature whatsoever in respect of the same. The PURCHASERS hereby acquit, release and discharge the VENDOR from its all obligations, duties and functions any and all on its part to be observed and performed generally. The PURCHASERS hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
- XVI.** If any provision of this Conveyance Deed/Sale Deed shall be determined to be void or unenforceable under the applicable laws, such provisions of this Conveyance Deed/Sale Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance Deed/Sale Deed and to the extent necessary to conform to the applicable laws as the case may be, and the remaining provisions of this Conveyance Deed/Sale Deed shall remain valid and enforceable as applicable at the time of execution of this Conveyance Deed/Sale Deed.
- XVII.** It is clearly understood and so agreed by PURCHASERS that all the provisions contained herein and the obligations arising hereunder in respect of the said Property shall equally be applicable to and enforceable against any subsequent purchasers/ occupiers of the said Property, in case of a transfer or transmission, as the said obligations go along with the said Property for all intents and purposes.
- XVIII.** The PURCHASERS have no complaint or grievance of any nature whatsoever for the workmanship quality of construction and the materials used and for the plans, specifications, common area and amenities and designs of the Project and the said Property. The PURCHASERS have taken inspection of the said Property and have checked, verified and satisfied about its area – measurement, and that the Said Property

is duly complete in all respect with all utilities and all required common amenities, facilities and services. The PURCHASERS have no disputes in this regards and shall not raise any dispute in future.

- XIX.** The VENDOR / Project Management Body shall, in respect of any amount remaining unpaid by the PURCHASERS under the terms and conditions hereof, have a first lien and charge on the Said Property.
- XX.** The PURCHASERS shall at no time demand partition of his/her/its interest in the Project Land or try to sell or convey his share in the Project Land. It is being agreed and declared by the PURCHASERS that his/her/its interest as stated above is impartible, except exclusivity of PURCHASERS of Said Property.
- XXI.** The expression "Management Body" / "VENDOR" shall also mean and include any person authorized or nominated by it or its assignee or transferee or successor.
- XXII.** The letters, receipts and/or notices issued by the VENDOR / Management Body dispatched to the address of the PURCHASERS or by way of E-mail, as known to the VENDOR will be sufficient proof of receipt of the same by the PURCHASERS and shall completely and effectively discharge the VENDOR / Management Body.

THIS CONVEYANCE DEED FURTHER WITNESSES and it is hereby mutually agreed by and between the parties hereto as under:-

The PURCHASERS irrevocably agree that they have purchased the said Property on the following terms and conditions and have specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the VENDOR that the said Property is allotted, granted, conveyed, transferred and assigned by the VENDOR unto the PURCHASERS are also subject to the obligations, conditions, restrictions, prohibitions, acceptance, stipulations and regulations contained herein and they shall govern and control the transaction, and the PURCHASERS have understood, confirmed, accepted, agreed to observe and perform the same on its part, and the same shall be covenants running with the Said Property. The PURCHASERS further covenant with the VENDOR as stated hereunder:-

1. The VENDOR has formed Service Society for management and maintenance of common facilities and amenities of said Project and PURCHASERS shall from time to time sign and execute the application and other papers and documents necessary for the membership of the Service Society. The PURCHASERS shall co-operate and assist the VENDOR for formation of the Service Society and shall become member of the said Service Society by purchasing necessary shares. The PURCHASERS also agrees to abide by the rules, regulations and resolutions of the Service Society which is formed for the management of the said Project and assures that they shall not commit any breach of the same.

2. The PURCHASERS shall observe and perform all the rules and regulations which the Service Society 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 Property 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 PURCHASERS shall also observe and perform all the stipulations and conditions laid down by the Service Society regarding the occupancy and use of the said Property in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings.
3. It is hereby agreed by the PURCHASERS that as an owner of the said Property in pursuance of this Conveyance Deed they shall deposit with the Service Society necessary maintenance Deposit as decided by the Service Society / VENDOR from time to time. The PURCHASERS agree that subsequently they shall also pay such amount as may be decided by the said Service Society/VENDOR for running or routine maintenance charges. The PURCHASERS shall bear and pay any applicable service tax or GST on such maintenance charges or deposit payments. Maintenance deposit & running maintenance amount shall be utilized by the said Service Society/VENDOR towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the Project. The Service Society shall also be entitled to use/spend the corpus of the said maintenance deposit fund in case of necessity. The PURCHASERS shall also be required to pay additional amount in future as corpus fund or otherwise if the Service Society so decides to meet with such expenses. In case if the PURCHASERS fail or refuses to make the necessary payments to the said Service Society, the said Service Society shall be entitled to cut off the common services agreed to be given to the PURCHASERS and thereafter the PURCHASERS shall not be entitled to demand such services from the said Service Society and the PURCHASERS shall also be bound to pay interest at the rate as prescribed by said Service Society per month in case of default or delay. The PURCHASERS shall not be entitled to use and demand any services and facilities from the Service Society if they had committed default in payment of maintenance charges.
4. It is hereby agreed by the PURCHASERS that as an owner of the said Property in pursuance of this deed it shall deposit with the Management Body necessary maintenance Deposit as decided by the Management Body / VENDOR from time to time. The PURCHASERS agree that subsequently they shall also pay such amount as may be decided by the said Management Body/ VENDOR for running or routine maintenance charges. The PURCHASERS shall bear and pay any applicable service tax or GST on such maintenance charges or deposit payments. Maintenance deposit & running

maintenance amount shall be utilized by the said Management Body/VENDOR towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the Project. The Management Body shall also be entitled to use/spend the corpus of the said maintenance deposit fund in case of necessity. The PURCHASER shall also be required to pay additional amount in future as corpus fund or otherwise if the Management Body so decides to meet with such expenses. In case if the PURCHASER fail or refuse to make the necessary payments to the said Management Body, the said Management Body shall be entitled to cut off the common services agreed to be given to the PURCHASER and thereafter the PURCHASER shall not be entitled to demand such services from the said Management Body and the PURCHASER shall also be bound to pay interest at the rate as prescribed by said Management Body per month in case of default or delay. The PURCHASERS shall not be entitled to use and demand any services and facilities from the Management Body if she had committed default in payment of maintenance charges.

5. The PURCHASERS shall not use the said Property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project or to the owners or occupiers of the neighbouring properties nor for any immoral or illegal purposes. The PURCHASERS agrees not to obstruct the common areas or passages of the Project or the ground floor margins of the said project or the side margins of the said project by erecting any kind of temporary or permanent structure or placing any kind of furniture or fixtures like cabinets, dust bins, shoe racks, table, chairs or other such loose materials.
6. That the PURCHASERS shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its Property in the common passages, balconies, compound or any portion of the said Project. The PURCHASERS shall maintain the aesthetics of the Project. The PURCHASERS shall carry out their work relating to installation of furniture and fit outs, maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the project and without causing any damage to the common areas of the building. The PURCHASERS shall not store in the Property 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 Property is situated or storing of which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the Building in which the Property is situated and in case any damage is caused to the said Building or the Property on account of negligence or default of the PURCHASERS in this behalf, the

PURCHASERS shall be liable for the consequences of the breach. The PURCHASERS shall abide by the rules and regulations as may be formed for the entire Project with regards to carrying out the interior work inside the said Property and shall also pay any deposit or charges as may be levied in this regards. If the PURCHASERS or their employees, agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Scheme then the PURCHASERS shall be liable to clear such dirt, rubbish, etc at their cost and in addition the VENDOR/Service Society shall also be entitled to impose fine on the PURCHASERS or their employees, visitors, etc.

7. The PURCHASERS shall use the said Property or any part thereof or permit the same to be used only for residential purpose. The PURCHASERS shall use the parking space only for purpose of keeping or parking private personal passenger vehicle. The PURCHASERS shall not use the said Property for the purpose of Paying Guest. If any such activity came to the notice of the VENDOR/ Management Body, the VENDOR/ Management Body shall also be entitled to immediately stop such non residential use of the Property and the PURCHASERS shall pay fine as decided by the VENDOR/ Management Body.
8. That the PURCHASERS shall not use the said Property as consulting room of medical professional, doctor's clinic, classes, maternity home, professional office and for any other purpose which may be objectionable to the said VENDOR/Management Body and other occupiers in the said Scheme.
9. The PURCHASERS shall install the air conditioners, its outdoor unit, its connection, Air Conditioner drip, T.V. connection, its Antenna and any other work in relation to cabling of the aforesaid amenities shall be done only at the place designated by the Vendor/Management Body.
10. The PURCHASERS shall not use common area like terrace other common amenities for any occasion without prior approval of the VENDOR/Management Body and without following the procedure laid down by the VENDOR/Management Body.
11. The PURCHASERS shall not put dust bins, shoe racks etc in the common area of the Building including but not limited to the area opposite to the elevators and outside the door of the said Property and in the corridors or anywhere in the Building other than the designated places by the Management Body/VENDOR.
12. That the PURCHASERS shall maintain at their own costs the said Property purchased by the PURCHASERS in the same good condition, state and order in which it will be delivered to the PURCHASERS and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Urban Development Authority, Ahmedabad Municipal corporation and Electricity Company Limited and any other authorities and the Service

Society and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Conveyance Deed/Sale Deed.

13. The PURCHASERS or their employees, agents, etc. shall not demolish or do any additions/alterations/modifications of any nature in the said Property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Property or the neighbouring premises or the Building and shall keep the portion, sewers, drains and pipes in the said Property and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Property is situated. No modifications or changes shall be allowed in the elevation / façade of the Project Building or the colour scheme for all times to come. The PURCHASERS shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the Service Society. The PURCHASERS may carry out internal civil work (non-structural) with prior written consent of VENDOR/Management Body and after obtaining prior written opinion of Structural Engineer of repute and also after obtaining prior permission of local authorities. However the PURCHASERS shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis, or other structural members in the said Property. Further the PURCHASERS shall not make any changes to the concealed plumbing piping and NT locations that have been provided by the VENDOR in the Building/Project.
14. The PURCHASERS shall not alter/change the size and shape of the door, windows, shutters etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling etc of the said Building/said Property. The PURCHASERS shall install the air conditioners / coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised. In the event the PURCHASERS damage partition walls, common walls, flooring, ceiling etc of the said Building/ Property then the PURCHASERS shall repair/fix/re-built the same at their own cost subject to the satisfaction of the Service Society.
15. That the PURCHASERS shall not put any Name Plates without the prior written permission of the VENDOR/Management Body. The VENDOR/ Management Body will provide necessary dimensions and sizes for the Name Plates to be displayed at the entrance of the said Property. The PURCHASERS shall be allowed to put their Name Plate on the entrance wall/door of their said Property and shall also follow the instructions of the VENDOR/ Management Body regarding dimension and size of the Name Plates. The PURCHASERS shall never put or install any hoarding, or vinyl or

signage or any drape inside the said Property which is visible from outside the building in any manner and the PURCHASERS shall not put or install anything on the façade of the building. Only the VENDOR/ Management Body is authorized to put up the PURCHASERS name along with all other members/occupiers of the Project at a designated place on the ground floor foyer of the Building. Further the Purchaser shall not put any kind of hoarding, signage board or kind of advertisement in or outside the balcony or any part of the said Property or Project.

16. The PURCHASERS are aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchasers. The PURCHASERS are also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the PURCHASERS will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of Service Society/Management Body.
17. The PURCHASERS are aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchasers. The PURCHASERS are made aware that the (1) Flats bearing Nos.A-102, on First Floor, A-201 on Second Floor, A-1801 and A-1802 on Eighteenth Floor in Block No."A"; (2) Flats bearing Nos. B-101, on First Floor, B-202 on Second Floor, B-1801 and B-1802 on Eighteenth Floor in Block No."B"; shall have exclusive terrace rights with respect to terraces located adjoining to or above their Flat/s and the purchaser/occupiers of such Flats shall be granted exclusive usage and ownership rights in such terraces. However they shall not make any permanent construction thereon. The remaining terrace above each block (except exclusive terrace rights mentioned above), including terrace located above the above referred said Flat shall be common terrace where no temporary or permanent construction shall be permissible and shall always be kept open to sky. The PURCHASERS are also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. The Purchasers herein further agree that they shall not claim any right or interest in common terrace areas and shall not raise any dispute of any nature whatsoever in this regard.
18. That as per the rules of the local authority and norms of the Fire Department, a Fire Fighting System has been installed in the Project Building. The PURCHASERS hereby confirm that the responsibility for the maintenance, repair and proper up – keep of the said system shall be that of the members residing in the Project and any loss, damage,

injury, accident, death caused by a fire break out or due to functioning/ non functioning of the fire fighting system shall be the sole responsibility of the PURCHASERS and no demand/action/claims whatsoever in respect of the same shall be made against the VENDOR or the Service Society. The PURCHASERS are hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/PURCHASERS of a building to ensure that the fire prevention and safety provisions in a building are kept in good working conditions at all times. It will be the responsibility of the owners / PURCHASERS of the project to obtain a Periodic Inspection and Maintenance Certificate from the Fire Protection Consultant. Also it shall be the responsibility of the Owners / PURCHASERS to take renewals of Fire System licenses at their own cost from the competent authority. The PURCHASERS hereby confirm to abide with the statutory requirements in this regards.

19. THAT the PURCHASERS shall keep insured his Property against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the Service Society or the VENDOR, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the said Property being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the said Property.
20. That the PURCHASERS shall permit the Vendor/Service Society, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after being given at least 24 hour's notice (except in case of emergency) to enter in to and upon his Property and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the said Property or any other Property in the building in respect whereof the occupiers of such other Property as the case may be shall have committed default in paying their share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Service Society.
21. The PURCHASERS are aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in units as well as from the neighboring and upper apartments. Leaked water/moisture may appear on the walls of said Apartment

and that may deteriorate the paint and plaster on the walls. PURCHASERS are aware that water being a substance in liquid state is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction and cannot be construed to be defects as mentioned in this deed. PURCHASERS agree that the VENDOR shall not be liable for any damage in the said Property due to leakage of water and its various other after effects. However, the PURCHASERS hereby undertakes to get repaired the toilets and wet areas at his own cost/expense in case the occupiers of lower apartment below the said Property complains of any water leakage in their roof.

22. The Lift facility in this building shall be used as per rules of the Management Body which is formed for the management of said building. It is to be economically used. The PURCHASERS as well as their employees, visitors or heirs shall not misuse the said lift and will take care and co-operate about it. The lift is of a standard quality and necessary permissions are taken for its usage. But it is a machine and is not manufactured by the VENDOR. Therefore during the use of the lift and even as a result of any negligence or otherwise, if anyone is injured or any damage occurs then the VENDOR shall not become responsible for it and the PURCHASERS or their employees, heirs etc shall not demand/shall not be entitled to demand such damages/compensation from the VENDOR and PURCHASERS hereby gives assurance and consent in it. It shall be the responsibility of the Owners/PURCHASERS of a building to ensure that the lifts are kept in good repair, such that its use is safe. It will be the responsibility of the owners/purchasers of units in the project to follow the Maintenance Protocol as mentioned in the said regulations. Also it shall be the responsibility of the Owners/PURCHASERS to take renewals of Repair/Maintenance contract and Lift licenses at his own cost from the competent authority. The PURCHASERS confirms to abide with the statutory requirement in this regards.
23. The PURCHASERS and their family members, staff, visitors, etc. shall not spoil or damage any part of the common area/property or amenity. The Vendor/Management Body shall be entitled to impose fine on any person spoiling or damaging the common area/property or rendering it unfit for public use and also recover the cost of repairs from the PURCHASERS.
24. The VENDOR has provided two Basements and hollow plinth for parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. The PURCHASERS hereby are aware and unequivocally agree, consent and confirm that the PURCHASERS and their family members shall park their vehicles only in their designated parking area and they shall not be entitled to park in visitor parking area or

designated parking area of any other member of the Project. All parking areas in the Project (in hollow plinth or margins) shall be reserved for particular Unit and such reservations shall be done by the Management Body. The Management Body shall decide allotment of exclusive parking slots to any Apartment occupier. The Management Body shall be entitled to take strict action against the PURCHASERS, including imposition of fine, if he/she don't follow the parking rules. The PURCHASERS are aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project. The PURCHASERS hereby agree to abide by the parking allotment arrangements made by the Management Body and not to raise any dispute with regards to the same in the future. The PURCHASERS hereby declare that they have not paid any amount to the VENDOR towards the allotment of parking slots.

25. The PURCHASERS hereby acknowledges that even after the Management Body has been formed with respect to the said Project, the VENDOR shall be entitled to sell or in any other manner transfer the un-sold apartment(s) in the said Project to any third party on such terms and conditions as it may deem fit and such Purchaser/transferee of un-sold units shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other Unit purchasers/occupiers. It is expressly agreed between the Parties and the PURCHASERS hereby agree and confirm that the VENDOR shall not be liable to pay maintenance and all other charges of any nature whatsoever for the unsold units in the said Project.
26. That if the PURCHASERS are found to have committed breach of any of the conditions then the VENDOR and/or Management Body shall be entitled to specifically enforce the terms and conditions of this Sale Deed.
27. After obtaining previous written permission of the Management Body /VENDOR the PURCHASERS shall be entitled to transfer/sell, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of said Property or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said Property and such approval shall not be normally denied unless the PURCHASERS/occupiers have committed breach or default in compliance of the terms and conditions of this sale deed or any other agreements entered into with of the Management Body or its rules, resolution etc as the case may be and if the activities of the transferor or transferee are not suitable to the Building/ Management Body. The PURCHASERS shall take prior written permission from the VENDOR/Service Society before giving the said Property or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the PURCHASERS to inform the concerned Police Station about the renting of the said Property as per prevailing laws.

28. That the PURCHASERS and the persons to whom the said Property shall be subsequently transferred, assigned or given possession of with the permission of the Management Body of the said Project shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said Management Body may require for safeguarding the interest of the said Property and its occupiers.
29. That the PURCHASERS and persons to whom said Property shall be subsequently transferred, assigned, leased or given possession of shall observe, obey and perform the rules, regulations and resolutions, which may have been made by Management Body for the protection, maintenance, use and transfer of the said Property and other space and premises therein and/or in the compound. They will also abide by the building rules, regulations and bye-laws for the time being of the local authorities of the government.
30. That if the PURCHASERS or their family members, guests or any person present with the permission of the PURCHASERS have damaged or caused to have damaged any of the common properties/amenities/facilities of the said project or the PURCHASERS or their family members, guests or any person present with the permission of the PURCHASERS are found to have committed breach of any of the conditions, the said VENDOR/Service Society shall have absolute right to compel the PURCHASERS to rectify the damages at their own cost and in default, VENDOR/Management Body shall be entitled to carry out such repairs at the cost of PURCHASERS.
31. All the terms, conditions, stipulations and provisions of this sale deed have been agreed and understood by the PURCHASERS and the same shall be binding upon the heirs, assigns, transferees of the PURCHASERS and all other subsequent transferees and future owners and occupiers or tenants of the said Property.
32. **SEVERABILITY**
- If any provision of this Conveyance/Sale Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Conveyance/Sale Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Conveyance/Sale Deed shall remain valid and enforceable as applicable at the time of execution of this Conveyance/Sale Deed.
33. **DISPUTE RESOLUTION**
- If any dispute arises in relation to or in connection with this Conveyance/Sale Deed including in respect of the validity, interpretation, implementation or alleged material

breach of this Conveyance/Sale Deed by one party hereto shall be resolved as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

34. The said Scheme shall always be known as "**APRICUS**". This name shall not be normally changed under any circumstances by the PURCHASERS and other unit holders.
35. The said Property is situated in the area of Ambli which is outside the area covered by the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from premises in disturbed area Act, 1991 and therefore, permission of the Collector of Ahmedabad for the transfer of the said Property is not required.
36. THAT the expenses for Stamp Duty, Additional Stamp Duty, (if any) Registration fees, miscellaneous expenses, Lawyer's fees etc in respect of this sale deed shall be borne by the PURCHASERS alone.
37. The PURCHASERS will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.

The schedule above referred to are mentioned hereunder:-

SCHEDULE – I
(Description of Entire Project Land)

All those pieces or parcels of Non-Agricultural Land bearing Final Plot No. 160 admeasuring about 4,007 Sq. Mtrs. (Given in lieu of Block No. 523 admeasuring about 6,677 Sq. Mtrs.) forming part of Draft Town Planning Scheme No. 52 (Ambli) situate, lying and being **Moje Ambli**, Taluka Ghatlodiya in the Registration District of Ahmedabad and Sub-District of Ahmedabad-09 (Bopal).

The said Land bearing Final Plot No. 160 is bounded as under: -

On or towards East	:	Final Plot No. 159
On or towards West	:	18 mtr. wide Town Planning (TP) Road
On or towards North	:	Final Plot No. 161 and Final Plot No. 162
On or towards South	:	18 mtr. wide Town Planning (TP) Road

The said Land bearing Survey No. 523 is bounded as under: -

On or towards East	:	Block No.522
On or towards West	:	60 feet Road
On or towards North	:	Block No.524 and Block No.525
On or towards South	:	Block No.493 paiki

SCHEDULE – II
(Description of the Said Property hereby sold)

All that Property being Flat No. _____ admeasuring about _____ Sq. mtrs (break up show in the table hereunder) situated on the _____ Floor in Block _____ in the scheme known as "**APRICUS**" project, together with proportionate undivided impartible right, along with rights and responsibilities in common with other occupiers in or upon common amenities and facilities provided in the said "**APRICUS**" Scheme/Project developed on the Non-Agricultural Land bearing Final Plot No. 160 admeasuring about 4,007 Sq. Mtrs. (Given in lieu of Block No. 523 admeasuring about 6,677 Sq. Mtrs.) forming part of Draft Town Planning Scheme No. 52 (Ambli) situate, lying and being **Moje Ambli**, Taluka Ghatlodiya in the Registration District of Ahmedabad and Sub-District of Ahmedabad-09 (Bopal). The details of the carpet area (as per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

The said **Property No.** _____ is bounded as under: -

On or towards **EAST** :
On or towards **WEST** :
On or towards **NORTH** :
On or towards **SOUTH** :

SCHEDULE III
(Description of common areas and facilities in the Project)

- Entrance Area
- Children’s Play Area
- Security Cabin
- Fire Fighting System
- CCTV Camera

_____ **X** _____

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this ____ day of _____, 2023 at AHMEDABAD.

SIGNED SEALED AND DELIVERED
by the within named THEVENDOR

SAIYAMM REALTY, A Partnership Firm, by and through its authorized/Partner

in the presence of:-

- 1. _____
- 2. _____

DRAFT

Photograph of said Apartment of Unit No. hereby sold by VENDOR to PURCHASERS

DRAFT

Photograph of said Apartment of Unit No. hereby sold by VENDOR to PURCHASERS

DRAFT

SCHEDULE OF REGISTRATION ACT SECTION – 32 A

FIRST PARTY/VENDOR/PROMOTER

SIGNATURE	PHOTOGRAPH	LEFT HAND PRINT
SAIYAMM REALTY, A Partnership Firm, by and through its authorized/Partner		

SECOND PARTY/ THE PURCHASERS/ALLOTTEE

SIGNATURE	PHOTOGRAPH	LEFT HAND PRINT
PURCHASER 1		
PURCHASER 2		