

SALEDEED/CONVEYANCE

(Rs. _____)

THIS CONVEYANCE made at Ahmedabad on this ____ day of _____, 2017 by and between by and between **M/S. MARUTINANDAN DEVELOPERS**, a registered Partnership firm, having its office at: 5, Prernadeep Properties, Opp. Nirma Vidhyavihar, Bodakdev, Ahmedabad through its authorized Partner **SHRI KETANBHAI RATIBHAI PATEL** having PAN No. _____ hereinafter called "**THE VENDOR**" or "**THE PROMOTER**" or "**PARTY OF THE FIRST PART**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners,

successors-in-interest, executors, administrators and permitted assignees, etc.);

AND

_____, Age _____ years, Occupation _____,
_____ having PAN _____ at _____,
_____ hereinafter

called **"THE ALLOTTEE/S" or "PARTY OF THE SECOND PART"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors and administrators successors and assigns) of the **SECOND PART;**

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually referred to as "Party".

WHEREAS the parties of the first part is absolutely seized and possessed of and otherwise well and sufficiently entitled as owner to all that piece and parcel of non-agricultural land bearing Final Plot No. 244 admeasuring 2982 sq.mtrs. (amalgamated Survey Nos. 202/2) of Town Planning Scheme No. 50 situate, lying and being at Moje Bodakdev, Taluka Ghatlodia in the Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar) (hereinafter referred to as "said land").

AND WHEREAS it appears that said land bearing Survey No. 202/2 admeasuring 4957 sq. mtrs was belonging to Balbhadradasji Madhavdasji prior to year 1956 and name of Viraji Naraji was entered as tenant in the village Form 7/12 of the said land.

AND WHEREAS the said Balbhadradasji Madhavdasji died intestate in the year 1957. Hence, name of Adhikari Sanatkumardasji Gurushri Keshavdasji was entered as his legal heir in the revenue records of the said land.

AND WHEREAS the tenant Viraji Naraji was not willing to purchase the said land bearing Survey No. 202/2 under section 32 G of the Bombay Tenancy and Agricultural Lands Act, 1948 and hence as per the order passed by Agricultural Land Tribunal dated 23/08/1967 in Ganot Case no. 10/32, name of Viraji Naraji was deleted as tenant of the said land and the said land was given to landlord Adhikari Sanatkumardasji Gurushri Keshavdasji for his personal cultivation as the landlord Adhikari Sanatkumardasji Gurushri Keshavdasji was having land less than permissible ceiling area under the restriction of section 32 P (2) (8) of the Bombay Tenancy and Agricultural Lands Act, 1948. Mutation entry to the said effect was made in the revenue records vide Entry No. 1718 dated 30/03/1968.

AND WHEREAS the said land bearing Survey No. 202/2 was in the name of Adhikari Sanatkumardasji Gurushri Keshavdasji. But since the possession of the said land was with Shri Sajjan Sangdas Gurushri, and hence his name was entered as occupant in the

revenue records of the said effect was made in the revenue records vide Entry No. 3091 dated 02/08/1981.

AND WHEREAS the said Shri Sajjan Sangdas Gurushri sold and conveyed the said land bearing Survey No. 202/2 admeasuring 4957 sq. mtrs. to (1) Chinubhai Himabhai (2) Ghanshyam Keshavlal (3) Ashokkumar Aashabhai vide sale deed registered before Sub-Registrar Ahmedabad at Sr. No. 11437 dated 27/06/1988. Mutation entry to the said effect was made in the revenue records vide Entry No. 4111 dated 05/08/1989.

AND WHEREAS the said Chinubhai Himabhai died intestate on 10/08/1990. Hence, name of (1) Shardaben wd/o Chinubhai Himabhi (2) Kusumben wd/o Chinubhai Himabhai (3) Ketall C. Patel d/o Chinubhai Himabhai were entered as his legal heirs in the revenue records of the said land. Mutation entry to the said effect was made in the revenue records vide Entry No. 4787 dated 10/04/1992.

AND WHEREAS the said (1) Ghanshyambhai Keshavlal (2) Ashokkumar Aashabhai (3) Sahrdaben Chinubhai Himabhai (4) Kusumben Chinubhai Himabhi (5) Ketall Chinubhai sold and conveyed the said land bearing Survey No. 202/2 admeasuring 4957 sq. mtrs. to Vasudev Babubhai vide sale deed registered before Sub-Registrar of Ahmedabad at Sr. No. 2883 dated 27/10/1994. Mutation entry to the said effect was made in revenue records vide Entry No. 5341 dated 27/06/1995.

AND WHEREAS the said Vasudev Babubhai sold and conveyed the said land bearing Survey No. 202/2 admeasuring 4957 sq. mtrs.

to (1) Jayaben Jashvantlal Gandhi (2) Manojkumar Jashvantlal Gandhi (3) Jasavantlal Hiralal Gandhi (4) Falguni Jasavantlal Gandhi (5) Sonal Manojbhai Gandhi (6) Pareen Manojbhai Gandhi vide sale deed registered before Sub-Registrar of Ahmedabad-3 (Memnagar) at Sr. No. 2004 dated 18/05/1995. Mutation entry to the said effect was made in the revenue records vide Entry No. 5342 dated 27/06/1995.

AND WHEREAS the said (1) Jayaben Jashvantlal Gandhi (2) Manojkumar Jashvantlal Gandhi (3) Jasavantlal Hiralal Gandhi (4) Falguni Jasavantlal Gandhi (5) Sonal Manojbhai Gandhi (6) Pareen Manojbhai Gandhi through his guardian Manojkumar Gandhi sold and conveyed the said land bearing Survey No. 202/2 admeasuring 4957 sq. mtrs. to (1) Chandrakant Kantibhai (having undivided 50% Share) (2) Gunvantbhai Chandulal (having undivided 25% Share) (3) Babubhai Jaisingbhai (having undivided 25% Share) vide sale deed registered before Sub-Registrar of Ahmedabad-3 (Memnagar) at Sr. No. 819 dated 19/02/2000. Mutation entry to the said effect was made in revenue records vide Entry No. 6702 dated 30/05/2000.

AND WHEREAS the said (1) Chandrakant Kantibhai (having undivided 50% Share) (2) Gunvantbhai Chndulal (having undivided 25% Share) (3) Babubhai Jeisingbhai (having undivided 25% Share) sold and conveyed the said land bearing Survey No. 202/2 admeasuring 4957 sq. mtrs. to (1) Kanaiyalal Maganlal (having undivided 25% Share) (2) Maheshkumar Kanaiyalal (having undivided 25% Share) (3) Nitinbhai Kanaiyalal (having undivided

25% Share) (4) Pareshbhai Kanaiyalal (having undivided 25% Share) vide sale deed registered before Sub-Registrar of Ahmedabad-3 (Memnagar) at Sr. No. 1556 dated 10/08/2001. Mutation entry to the said effect was made in revenue records vide Entry No. 6902 dated 10/08/2001.

AND WHEREAS pursuant to the letter of Deputy Collector dated 24/08/2006 bearing No. Stamp/Vasulaat/Document No. 2004/95/2296, Charge for recovery of deficit stamp duty of Rs. 2,06,154/- along with interest from Jayaben Jasavantlal Gandhi was registered on the said land. Mutation entry to the said effect was made in revenue records vide Entry No. 8403 dated 07/06/2007.

AND WHEREAS pursuant to the order passed by Mamlatdar, Daskroi dated 06/12/2009 bearing No. RTS/ Record Promulgation/31/09, whereby promulgation action was taken for making necessary corrections in the computerized records of 7/12 form as well as the handwritten records by comparing with the records of Mutation entries in the Form-6. Mutation entry to the said effect was made in the revenue record by Entry No. 8876 dated 17/11/2008.

AND WHEREAS vide Circular bearing no. PER/102011/275/L/1 dated 17/03/2012 of the revenue department, the reformation of Taluka City and Taluka Daskroi of Ahmedabad District had taken place and thus two new talukas i.e. Ahmedabad City (East) and Ahmedabad City (West) were formed. Accordingly said land of Village Bodakdev is included in newly formed Taluka Ahmedabad

City (West). Mutation entry to the said effect was made in the revenue record by Entry No. 9955 dated 03/05/2012.

AND WHEREAS the said Kanaiyalal Maganlal Patel died on 23/10/2010. Hence, name of his legal heirs (1) Patel Maheshbhai Kanaiyalal (2) Patel Nitinbhai Kanaiyalal (3) Patel Pareshbhai Kanaiyalal (4) Patel Shilpaben Kanaiyalal were entered were into the revenue records of the said land. Mutation entry to the said effect was made in the revenue record by Entry No. 10094 dated 24/09/2012.

AND WHEREAS prior to his death Kanaiyalal Maganlal Patel had executed a will dated 15/07/2010 whereby he bequeathed his share in land bearing Survey No. 202/2 to (1) Patel Maheshbhai Kanaiyalal (2) Patel Nitinbhai Kanaiyalal (3) Patel Pareshbhai Kanaiyalal Accordingly, after death of Kanaiyalal Maganlal Patel on 23/10/2010, names of (1) Patel Maheshbhai Kanaiyalal (2) Patel Nitinbhai Kanaiyalal (3) Patel Pareshbhai Kanaiyalal were entered and the name of Patel Shilpaben Kanaiyalal was deleted from the revenue records of the said land. Mutation entry to the said effect was made in the revenue record by Entry No. 10095 dated 24/09/2012.

AND WHEREAS To pay the deficit stamp duty a case bearing No. RTS/Appeal/Case No. 289/15 was filed before the Learned Deputy Collector, Ahmedabad (West) and pursuant to the same it was considered, granted and requisite payment was done by Challan Reciept dated 19/02/2014 and Learned Deputy Collector Ahmedabad (West) vide his order No. MSC/Stampduty/ Vashi

233/15 dated 18/02/2015 was done. Mutation entry to the said effect was made in Revenue record by Entry No.10819 dated 20/02/2015.

AND WHEREAS on implementation of Draft Town Planning Scheme No. 50 (Bodakdev) the land of Survey No. 202/2 admeasuring 4957 sq. mtrs. was allotted Final Plot No. 244 admeasuring 2975 sq. mtrs or thereabout and thereafter final area of Final Plot No. 244 is considered as 2982 sq. metres or thereabout.

AND WHEREAS Non-agricultural use permission of land bearing Final Plot No. 244 (amalgamated Survey Nos. 202/2) of Town Planning Scheme No. 50 for residential purpose has been given by District Collector, Ahmedabad vide his Order No. CB/ADM/TBKHE/TATKAL/K-65/S.R.360/2015 dated 30/12/2015. Entry to that effect was recorded in the revenue records by mutation Entry No. 11094 dated 31/12/2015, which was certified on 15/02/2016.

AND WHEREAS the Promoter has purchased the land bearing Final Plot No. 244 admeasuring 2975 sq.mtrs. (amalgamated Survey Nos. 202/2) of Town Planning Scheme No. 50, situate, lying and being at Moje Bodakdev, Taluka Ghatlodia in the Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar) from (1) Maheshbhai Kanaiyalal Patel (2) Nitinbhai Kanaiyalal Patel & (3) Rameshbhai Kanaiyalal Patel by Sale Deed dated 13/01/2016, which was registered with the Sub-Registrar of Assurances at Ahmedabad-3 (Memnagar) on

same day under serial No. 263. Entry to that effect was recorded in the revenue records by mutation Entry No. 11100 dated 13/01/2016, which was certified on 15/03/2016.

AND WHEREAS plan for construction on the non-agricultural land bearing was approved by Ahmedabad Municipal Corporation vide its Case No. BLNTS/NWZ/040216/GDR/A/5819/RO/M1 and issued Commencement Certificate (Rajachitthi) No. 5737/040216/GDR/A/ 5819/RO/M1 dated 06/04/2016.

AND WHEREAS as per approved plan and permission, party of the first part put up a residential scheme of flats on the said land namely: "**ETERNITY**".

AND WHEREAS the Allottee/s has/have desired to become member of the said scheme and selected Flat/ Apartment No. _____ on _____ Floor admeasuring **412.85 Sq. Mtrs.** (4443.88 Sq. Ft) having carpet area _____ sq mts. (_____ sq ft.) or thereabout in the scheme known as "ETERNITY".

AND WHEREAS the Allottee/s has/have become member of the said scheme and booked Unit/Flat No. _____ **in the said scheme.**

AND WHEREAS Promoter has agreed to sell selected Flat/ Apartment No. _____ on _____ Floor admeasuring **412.85 Sq. Mtrs.** (4443.88 Sq. Ft) having carpet area _____ sq mts. (_____ sq ft.) or thereabout in the scheme known as "ETERNITY" together with undivided proportionate share in land to the Allottee/s (which is

hereinafter referred as "the said flat/unit") to the Allottee/s at the decided price and agreed by and between the parties.

AND WHEREAS the Promoter has completed construction work of said scheme on the said entire land in accordance with the plan approved by Ahmedabad Municipal Corporation and flat/unit is ready to handover the possession.

AND WHEREAS the Allottee/s has/have now requested the Promoter to execute conveyance for the said flat/unit, more particularly described in the schedule hereunder written and the Promoter agreed to execute the conveyance in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. _____ (in words) paid by the Allottee/s to the Promoter as shown in Schedule-I (the receipt of which sum of money the Promoter do and doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Allottee/s forever) the Promoter doth hereby allot, grant, convey, transfer, assure and release unto the Allottee/s selected Flat/ Apartment No. _____ on _____ Floor admeasuring 412.85 Sq. Mtrs. (4443.88 Sq. Ft) having carpet area _____ sq mts. (_____ sq ft.) or thereabout in the scheme known as "ETERNITY" together with undivided proportionate share in land to the Allottee/s (which is hereinafter referred as "the said flat/unit"), more particularly described

in the schedule hereunder written, to the Allottee/s at the decided price and agreed by and between the parties.

1. The said land/premises/flat conveyed together with all and singular all deeds and documents, writing, vouchers and other evidence of title relating to the said unit/flat or any part thereof AND ALSO TOGETHER WITH all paths, passages, constructions, water courses, ditches, drains, trees, plants, lights, liberties, easements, rights, privileges, advantages and appurtenances and all other common areas and facilities such as lift, staircase, passage, general parking, common terrace whatsoever to the said premises described in the schedule-II hereunder written belonging to or in anywise appurtenant to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member/s thereof or appurtenant thereto AND ALL estate, right, title, interest, use inheritance, property, possession both at law and equity of the Promoter into, out of or upon the said land/flat and premises and benefits, claims and demand whatsoever on or upon said land/premises/flat hereby allotted, assigned, granted, conveyed, transferred and assured or intended so to be with their and every of their rights, members and appurtenances thereto UNTO and to the use and benefit of the Allottee/s forever.
2. The Allottee/s shall pay all rents, assessment, rates, duties, construction chargeable etc., upon the same or which may become payable in respect thereof from the date of possession, to the State Government, and/or any local authority/society and

subject also to the proportionate contribution to be made towards maintenance and administrative expenses of the said Building scheme as per its rules, regulations.

3. The Promoter doth shall hereby covenant with the Allottee/s that notwithstanding any act, deed, matter or thing whatsoever by the Promoter or any person lawfully or equitably claiming or to claim by from under through or in trust for the Promoter or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for them or any one or more of them made, done committed or omitted or knowingly suffered to the contrary. The Promoter now have in itself good right, full power and absolute authority to allot, grant, convey, transfer, release and assure the said land/flat and premises hereby allotted, granted, conveyed, released and assured or expressed or intended so to be unto and to the use of the Allottee/s in the manner aforesaid.
4. The Allottee/s shall and may all times hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the said land/premises/flat and receive profits and benefits thereof and of every part thereof to and for his/her/their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Promoter or their partners, heirs, successors and assigns or any one or more of them or any person or persons lawfully or equitably claiming or to claim by from under through or in trust for them AND THAT free and clear and freely clearly and absolutely acquitted exonerated and forever

discharged or kept harmless and answered against all former and other estates, titles, charges and encumbrances whatsoever had made executed occasioned or suffered by the Allottee or persons lawfully or equitably claiming from them. The Allottee/ has/have verified the plans, papers and titles of the said land/flat/premises and materials used in the said flat and scheme and satisfied about the same. The Allottee/s shall comply the terms and condition as agreed upon or to be agreed upon for the said agreement and of the scheme/Building. It is also clarified that under this conveyance undivided proportionate right, share as per said Unit/Flat in the said entire land is also conveyed by the Promoter to the Allottee/s. It is specifically agreed by the Allottee that the Promoter will construct further floors/Units. If in future any additional F.S.I. becomes available, the Promoter shall also be entitled to raise construction on the said terrace as per the plans and specifications duly approved by the appropriate authority and shall further for such construction be entitled to make use of columns, beams, walls etc. of the building/s, including common amenities and facilities like water, light, gutter, sewers, drainages, lift, lobbies etc. The newly constructed terrace shall also absolutely belong to the Promoter herein with all and same rights as stated herein. The Promoter shall have right to sell, transfer, assign or otherwise deal with or dispose of the rights contained in this clause to any person whomsoever on such consideration and on such terms and conditions as the Promoter may deem fit and proper.

5. The Promoter or any person or persons having or lawfully equitably claiming any estate or interest whatsoever in the said flat/unit and premises or any part thereof from time to time and at all times hereafter at the request and costs of the Allottee/s or of the person or persons requiring the same, do and execute or cause 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 flat/unit and premises and every part thereof unto and to the use of the Allottee/s in the manner aforesaid as by the Allottee or their heirs or counsel-in-law shall be reasonably required.

SCHEDULE-I

6. The Allottee/s has/have paid consideration as under:

	Consideration by Cheque no. _____ Dt. _____ of _____, Ahmedabad.
	Further Consideration by Cheque no. _____ Dt. _____ of _____,
	Further Consideration by Cheque no. _____ Dt. _____ of _____

	_____ /
_____	Further Consideration by Cheque no. _____ Dt. _____ of _____ /
_____	Further Consideration by Cheque no. _____ Dt. _____ of _____ /
_____	Further Consideration by Cheque no. _____ Dt. _____ of _____ /
_____	Further Consideration by Cheque no. _____ Dt. _____ of _____ /
_____	Further Consideration by Cheque no. _____ Dt. _____ of _____ /
_____	Final Consideration by Cheque no. _____ Dt. _____ of _____ /

_____	TDS
_____	(Total Rupees _____ Only)

The Allottee also agreed to pay the amount of maintenance to be fixed by the service society and also paid due amount of the service tax in addition to the aforesaid amount of total consideration.

7. Unless the context otherwise appears, the following words shall have the meanings as defined herein:

- (a) "Law(s)" means all applicable laws, by-laws, rules, regulations, orders, orders, ordinances, policies, notices, directions, judgements, decrees or other requirements or official directive of any governmental authority or Person acting under the authority of ant governmental authority and / or of any statutory authority in India;
- (b) "Schedule(s)" means the schedules referred to and forming part of this Deed.

7.1 Other Terms:

Other terms may be defined elsewhere in the text of this Deed, unless otherwise indicated, shall have such meaning throughout this Deed.

7.2 The terms hereof, hereby, hereto, and derivative or similar words refer to this entire Deed or specified sections of this Deed as the case maybe.

7.3 The Schedules hereto shall constitute an integral part of this Deed.

7.4 In this agreement, unless a contrary intention clearly appears words importing one gender include the other gender, the singular include the plural and vice versa and natural persons include legal entities and vice versa.

8. Now, the Purchaser has requested the Vendor to execute Deed of Conveyance of 'The Apartment' in his/her/their favour only for residential purpose, which the Vendor has agreed to do in the manner hereinafter appearing;
9. The payment and receipt whereof the Vendor doth hereby admit and acknowledge and of and from every part thereof forever acquit, release and discharge the Purchaser, the Vendor doth hereby sell, grant, convey, transfer and assure unto the Purchaser The Apartment more particularly described in the Schedule A hereunder written TOGETHER WITH undivided and indivisible passage rights and interest in the common facilities of "Eternity" subject to Schedule IV of this Deed.

AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peacefully and quietly to hold, enter upon, have occupy, possess and enjoy The Apartment as an independent owner, occupier and possessor of The Apartment hereby sold, granted, conveyed, transferred and assured with its appurtenances and to receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefits

subject to the conditions, restrictions and stipulations mentioned in this Deed.

10. The Purchaser through its Authorized Persons, advocate and/or solicitors has verified the title of the Land belonging to the Vendor, and has found the title of the Land as belonging to the Vendor as clear, marketable and free from all encumbrances and have examined the plans, specifications, design of the scheme and like The Apartment and accordingly, the Purchaser has agreed to purchase The Apartment. The Purchaser has checked, verified and is satisfied with the quality of the building materials used, the workmanship, fixtures and fittings installed and other facilities, amenities provided in The Apartment and confirms that they are as per the specifications promised and also as per approved building plan and building regulations. The Purchaser has read, examined and agreed to the payment schedule and also the terms, conditions and stipulations as mentioned herein. The Purchaser has been fully informed about the appointment of Developer, Supervisor, Architect, & Structural Engineer of the said Scheme and the Purchaser is aware of and fully satisfied with their work and has no objection to their work. The Purchaser is aware and agrees that he is not entitled to raise and will not raise any dispute with regard to what is mentioned herein in the future. The cost of the Apartment is fixed by the Parties herein on a lump-sum basis as per carpet area but the super built-up area is written along with the carpet area herein as per the request of the Purchaser. The Purchaser agrees that it shall not raise any litigation or dispute

against the Vendor regarding the carpet area or super built-up area of the Apartment and on such confirmation, the Vendor has executed this sale deed in favour of Purchaser. The Purchaser has been provided with the draft of this Deed and it has perused the same by itself and / or through its legal experts and accordingly, the Vendor has executed the approved draft in favour of the Purchaser. Therefore, the Purchaser shall not raise any dispute or objection regarding these presents and if so raised, it will be null and void. The Purchaser has given its consent that it shall not raise any claim, dispute, objection or obligation regarding the same and relying upon such assurance by the Purchaser, the Vendor has conveyed the Apartment in favour of the Purchaser.

11. The Purchaser shall hold, enjoy and use The Apartment as absolute owner subject to rules-regulations, terms-conditions, covenants and stipulations contained herein and the Purchaser will observe and abide by the same.

12. The Purchaser is aware of and agrees that he/she/they is/are sold only a specific superstructure -- The Apartment and that he/she/they is/are not entitled to ask for partition or division of Land, building and common areas, facilities, other areas and facilities etc. The Purchaser is aware of and agrees that if, by Acts of God such as natural calamities like floods, earthquakes, and/or other such uncontrolled and/or unforeseen events, foreign attacks etc. the said residential building or a part thereof is destroyed,

demolished or damaged, the Purchaser personally and/or as member of Service Society/Association agree that he/she/they will not have any independent right in land to construct its premises but shall have only singularly the right to get his/her/their premises of the same area and on same floor reconstructed or repaired jointly with other premises owners at his/her/their own cost.

13. The Purchaser is aware of and agrees that the residential building of the Vendor is and shall always be known as "ETERNITY" and is not subject to change by the Purchaser singularly or collectively with other Purchasers. The Purchaser agrees not to do any addition, alteration or change on and /or at the outside surface of the entire building including colour scheme and the elevation of the building.

14. The Purchaser by signing this Deed automatically becomes a member of Service Society/Association (hereinafter referred to as 'Association' or 'Service Society/Association') which, in the interest of maintaining the Scheme in a stable manner, has entered into a contract with Service Society/Association wherein Service Society/Association is to maintain the Scheme for a period of 5 years. The Purchaser has examined a copy of the said contract and has accepted the same. The Purchaser also agrees and confirms that the condition and obligation of automatically becoming a member of the Association/Society upon signing this Deed is

indivisibly attached to the sale of The Apartment by this presents and cannot be breached. The Purchaser is aware of and agrees to Association/Society undertaking the responsibility of maintenance of the building for a period of 5 years with further extension as decided solely by Association/Society. The Purchaser and the Association/Society agree that has the final authority to take a decision pertaining to the maintenance, events to be organized, and expenses to be incurred for the welfare of the Scheme and of formulating the rules and regulations relating to usage of common Facilities of the Scheme. The Purchaser is aware of and agrees to the right of Association to assign, change or alter the agency responsible for maintenance of the Scheme and endorses such right.

15. Notwithstanding other provisions herein, any arrangement that may be worked out by the Vendor for or in the matter of maintenance of the Common Facilities of the Scheme, the rule and regulations regarding use, occupation and enjoyment of common amenities, facilities and service, and other matters and things of common interest as formulated by Association from time to time, shall be binding upon the Purchaser herein and the same shall be strictly followed by the Purchaser and all occupants of The Apartment. The Purchaser is aware of and agrees to pay Maintenance Deposit amount at the time of execution of Sale Deed to the Vendor and will also have to pay recurring maintenance charges which are subject to change from time to time, for the maintenance of the said Scheme and will be required to pay the

said recurring expense cheque for 24 months as mentioned below at the time of execution of Sale Deed and would also be required to pay proportionate amount of recurring maintenance expense or any revision thereof as also revision of Maintenance Deposit and also as demanded by Association. The routine maintenance activates have been initiated for the Scheme by Association since 2014. It has been decided that recurring maintenance charges paid by the Purchaser for 24 months shall be made applicable with effect from April 2019 and the Purchaser shall not raise any objection to the same at present or in future. The date from which the recurring maintenance charges are made applicable will be decided by Association which will be the date from which routine maintenance expenses like housekeeping, security, gardening, electricity expenses, maintenance staff salary, etc. have been incurred, and even if the deed of conveyance has not been executed on such date as decided by Association the Purchaser hereby agrees to pay such amounts from the date as solely decided by Association. The Purchaser agrees not to raise any question/objection for the same. The said Deposit shall not belong to the Promoter but until the time recurring maintenance amount is not paid by the Purchasers, all expenses towards the maintenances and management of common and additional facilities of the Scheme shall be incurred by the Vendor out of the Maintenance Deposit collected from the Purchaser. Thereafter, all deposits and charges collected from Purchaser in respect of Common Facilities and additional facilities herein mentioned in

Schedule "III" shall be handed over to Vendor after deducting the expenses incurred till such date of handover. The Purchaser is aware of and agrees that Assertion shall have full authority and rights to take all the decisions pertaining to the maintenance and other related activities of the Scheme during the subsistence of the maintenance contract.

16. Upon any subsequent sale or transfer of the Apartment, the aforesaid Maintenance Deposit shall remain with the Service Society as the case may be and it shall be treated as deposit from the transferee. Any subsequent sale or transfer of The Apartment shall also be subject to any transfer or other fee payable to _____ that may determined by Service Society/ Association in this regard from time to time.

17. The Purchaser is aware and agrees that floor, ceilings and walls of the Purchaser's Apartment are common and adjoining and/or joint with other premises' owners and the Purchaser shall maintain the same in proper and decent from, and will not make any changes or alteration in or outside premises so as to cause danger, damage, or cause the same to be unsafe to the premises of others or to the building. The Purchaser is not entitled to make any structural change, or any change in elevation and/or color scheme of the building. Purchaser agrees to keep its premises, walls, sewers drains, pipes and appurtenances thereto in good condition and in particular so as to support, shelter and protect all parts of the building and its elevation and to not degrade, damage or affect the

building adversely. If Purchaser carries out any structural change without the prior permission of the Service Society/ Association then he would solely be responsible for any future consequences thereto and the Service Society/ Association will not be responsible for the same.

18. The Purchaser is entitled to use of and utilize only the carpet area of the premises as the owner thereof and agrees to use the common areas, passage, stair, lift and common amenities jointly with other premises owners/ Holders/ Occupiers, without causing any nuisance, annoyance, obstructions, etc. to others and will not obstruct passages either by storage of articles, and/or any other things/materials etc. or by projecting Air Conditioners or similar objects and/or obstacles and the Purchaser will also not cause nuisance, annoyance by throwing dirt, garbage or other refuse in the compound, passage or at any of the common place areas/spaces of the building and the Said Land.

19. The Purchasers shall not use or permit to be used or let out, lease or license the Apartment or any part thereof for or as hotels, restaurants, eatery, café, dairy or any edible product, club, gymkhana, gym, sports center, game parlor, clinic, hospital, medical practitioner, laboratory, or any other medical activities, call center, outsourcing center, business center, tuition classes, training institute, school or any other educational classes, job placement consultancy, garage, services and repair of vehicles. However, this will not prejudice the full right, power and authority

of the vendors authorizing themselves or any other purchasers or occupier of any other premises for any of the said or any other purposes whatsoever.

20. The Purchaser agrees that the outdoor-units of Air conditioners shall be installed only at the spaces demarcated and provided for by the Vendor in the plan. Any alterations to the walls and/or the common areas and facilities as delineated in Schedule B, if required for air-conditioning or any other purpose will be done only with the prior written consent of the Service Society/ Association. If Purchaser carries out any such structural change without the prior written consent of the Vendor and/or Service Society/ Association, then the Purchaser would solely be responsible for any future consequences and the Service Society/ Association and/or Vendor will not be responsible for the same. Any core cutting, if required, for air-conditioning or any other purpose may be done with the prior written consent of Service Society/ Association. If the Purchaser carries out any structural changes as mentioned herein without the prior written consent of Service Society/ Association, then Service Society/ Association shall have absolute rights and authority to undo the same and expenses/costs incurred during this process shall be borne by the Purchaser Only.

21. Until individual assessment of units of the said Scheme is made, the Purchaser agrees and shall pay regularly all Local and Central Government taxes including Local Authority tax, education cess, electric burning charges, water charges, Administrative/

Maintenance Expenses of Service Society/ Association etc. as fixed and demanded by the Vendor and/ or Service Society/ Association from time to time irrespective of whether The Apartment is occupied or not.

22. The Purchaser is aware and agrees that no proprietary interest and/or any right is created upon the properties and areas mentioned in Schedule B and terrace of the building of the apartments. The Purchaser is also aware of and agrees that the Vendor is entitled to sell/transfer, give on lease/rent these premises, to any other persons and/or companies etc., for putting up advertising boards, hoardings, neon signs, for business and/or profession as permitted by law and for putting up telephone and/or cell phone tower(s) upon it by telephone, cell phone or like companies. The Purchaser, however, understands the right of the Vendor of creation of additional facilities/apartments in the Scheme. The Purchaser is aware of and agrees that Vendor and/or Service Society/Association has the right to allot parking space on a preferential basis for car parking or enjoy the same for such other purpose and in such manner as it may deem, fit and proper. The Purchaser is aware of and agrees that the Vendor shall have absolute right to deal with the un-allotted car parking space of the Scheme in whatsoever manner it may deem fit and proper. The Purchaser shall not be entitled to raise any dispute with regard to the same. The Purchaser shall have no right singularly or collectively to restrain and/or obstruct the Vendor and/or Service Society/Association from doing any and all of the actions

pertaining to its rights as mentioned herein. The Purchaser agrees and confirms that such persons and/or companies authorized by the Vendor and/or Society Service/Association in furtherance to their rights as mentioned hereinabove shall be entitled to use, utilize and enjoy all the common amenities, facilities and services, and as also all common portions/areas meant for the common use of the owners/occupiers of the premises in the building as per the terms and conditions of the Schedule C. The Purchaser is not entitled to restrain and/or obstruct such use, occupation and right of the said party, persons and/or companies.

23. It is agreed by & between the parties that in future if building bye-laws shall change/modify and more construction or FSI is permitted, then the Vendor alone shall have right to put up additional construction of one or more additional storey as permitted on the terraces/open space or additional buildings as permissible by bye-laws of the concerned authorities and such construction shall absolutely belong to the Vendor and it shall be entitled to deal with and/or dispose of the same in the manner as they may deem fit and proper. The Vendor shall be entitled to utilize the additional FSI, if permitted, for construction of additional towers and such additional towers/construction shall be transferable and heritable. For such additional construction to be put up, the Vendor or its transferee shall have right to take full support, shelter or protection of the existing construction, its columns, beams, slabs, walls etc. The additional

towers/construction, at present or in future, shall be cohesion with the existing towers and shall be a part of the Said Scheme, Eternity. The owner(s) or occupier(s) of such new additional towers/construction shall be entitled to all benefits and privileges as regards the use of the common amenities, facilities, services and the use, utilization and enjoyment of common portions and/or common areas meant for common use in the same manner as other owners or occupiers of the building. The new terrace/s that may come into existence after additional construction will belong to the Purchaser of the terrace as and in the same and similar manner mentioned herein above. All Common Facilities mentioned in **Schedule "III"** shall be required to be shared by the Purchaser with units in any such future construction. The additional FSI rights shall always belong to the Vendor, even in case of the re-development of the Said Scheme in future. All additional FSI available for the Said Land at present or in future shall absolutely belong to the Vendor. The Vendor may use this FSI on the Said Land as mentioned hereinabove or may transfer the Said FSI to any other place in future, as they may deem fit and proper. Moreover, Vendor is carrying out the construction of the Scheme phase-wise and has further commenced the construction of phase consisting of 2 (two) towers namely towers 'A' and 'B' of 6 floors each. The Purchaser is aware of such construction being carried out by the Vendor and undertakes to cooperate with the Vendor during the tenure of such construction and not raise any objection for the same at present or in future under any circumstances. The

Purchaser shall not be entitled to raise any objection or dispute with regard to the same at present or in future. The Purchaser shall have no right singularly or collectively to restrain and/or obstruct the Vendor from doing any and all of the actions pertaining to its rights as mentioned herein.

24. The Purchaser agrees that the Purchaser will not sell, transfer, lease out, assign, mortgage or deal with The Apartment to any person, firm, company, etc., without prior written permission from Society Service/ Association and such sell/transfer or lease would be void, if it is made without prior approval of Society Service/ Association.

25. The Vendor hereby covenants with the Purchaser that The Apartment hereby sold to the Purchaser is free from all or any encumbrances and further assures that the Purchaser has full and absolute right and ownership to convey and assign The Apartment subject to prior written permission of Service Society/ Association as mentioned in Clause

26. All expenses of any incidental to this conveyance such as stamp duty, registration fees, service tax, all other taxes, and other misc. Expenses have been borne by the Purchaser and additional stamp duty, charges etc., if any shall be payable by the Purchaser only.

27. The Vendor has executed a Power of Attorney under section 33 of the Registration Act, u/s. 33 of the Registration Act, which is registered in the office of Sub-Registrar.
28. The sum or consideration of the Said Property is fixed on lump sum basis. The super built-up area along with the carpet area is mentioned herein as per the say of the Party of the Second Part.
29. The property comprised in this conveyance is not situated within "Disturbed Area" as defined in Gujarat Disturbed Areas Act and therefore no prior permission of the Competent Authority is required to be taken for this transfer.
30. The Company has passed necessary Resolution to convey the said Property and empowered its Directors to sign and execute and register Agreement for Sale, Sale Deed etc. and by virtue of which the Director of the Company has put his signature in these presents.
31. The Vendor records having handed over the actual, physical, vacant and peaceful possession of the Apartment to the Purchaser and the Purchaser hereby admits and confirms that the Purchaser has inspected The Apartment and is satisfied with the work and confirms that the said Apartment has been built as per the specifications agreed upon between the Vendor and Purchaser and as per the Sample house and brochure save and except the permitted variations and the Purchaser agrees and admits that he does not have any disputes and/or complaints regarding the same. The Purchaser admits that he/she /they has/have taken over the

possession of the Apartment subject to terms, condition, covenants and stipulations made herein.

32. The Vendor has paid all Government, Semi-Government, Local Authority taxes, rents, assessments, dues and duties pertaining to The Apartment till The Apartment is ready for occupation and the Vendor agrees to pay outstanding/ unpaid amount, if any, relating to the period until the date of The Apartment being ready for occupation. All such rents, taxes, assessments, dues and duties now chargeable upon the same or which may from the date of these presents become payable to the Government of Gujarat or any other Local/Public Body or Bodies in respect thereof shall be payable by the Purchaser.
33. The Purchasers shall be entitled to get The Apartment transferred in its name in all Government/ Semi-Government/ Local Authority records. The Vendor shall give signature on all forms and other papers required for transfer of The Apartment in the name of Purchaser in all such records.
34. The Purchaser agrees that he/she/they is/are answerable to the Service Society/Association and/or its transferees , assignees of interest and transferee assignee of work contracts and that the Purchaser shall abide by the rules and by-laws framed by the said Service Society/Association which is the administrator, and supervisor of common services and shall pay such amounts or deposits as may be required, as part of his obligation as a Purchaser from time to time for the maintenance of the common

services. If the Purchaser ever fails to pay maintenance charges or deposits for the Apartment, the Service Society/Association shall be entitled to take appropriate action including the disconnection and stopping of all or any services facilities like water, electricity, usage of common areas and facilities etc. In case the Purchaser still defaults on the maintenance or other related charges in spite of the repeated reminders and disconnection of common facilities, then Service Society/Association shall have absolute rights to impose interest on the pending dues and take the necessary action as per the bye-laws of the association.

35. The Purchaser is aware of and agrees that the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Purchaser shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner they may deem fit without any objection whatsoever from the Purchaser.

36. The Purchaser is aware of and agrees that of the other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part of the Apartment or any part thereof nor shall he/she/they make any additions alterations in The Apartment without the written permission of the Vendor and/or Promoter and/or Service Society/Association. The Purchaser agrees to not store extraordinarily heavy material therein and not to:

- Do such things or acts which may render void, or voidable any insurance on the building or part thereof;
- Use the premises as an office or for any other commercial purpose;
- Install grills or shutters in the balconies, main door, etc.
- Change the external appearance of the building;
- Install clothes drying stands or other such devices on the external side of the building.

37. The Purchaser is aware of and agrees that the electric capacity as agreed upon between the Purchaser and the Vendor is provided for in The Apartment. The Purchaser agrees that any increase in the electric load or electric capacity as provided by the Vendor will not be without the explicit written permission of Service Society/ Association AND/OR Vendor and if such permission is given by Service Society/Association and /or vendor then the purchaser at its own cost can increase the electric capacity only through a Government of Gujarat authorised electric contractor/agency.

38. The Purchaser agrees not to put forth any independent or exclusive claim, right or title over the land on which the apartment is constructed.

39. The Association/Service Society agrees and undertakes to abide by the terms, conditions and stipulations mentioned hereinabove.

40. The Purchaser shall permit the Vendor and /or its surveyors and agents with or without workmen at all reasonable times to enter into and upon The Apartment or any part thereof to view and examine the state and condition thereof, and the Purchaser shall make good any defects if found, without any delay. The Purchaser shall not do or cause to do anything within the said Premises or outside thereof by itself or by its contractors, workmen, agents, employees, visitors etc. as would cause any damage, harm, loss, disturbance etc. to the Building or to other units therein and if so, it will be responsible to get such damage etc. repaired and restored at its own cost. The Purchaser shall take and cause to be taken proper care while carrying out fit-outs, repairs, interior work etc. in The Apartment/Flat/Unit and if any damage due to same is caused to the Scheme or to other Apartments, then the Purchaser shall get the same repaired at its own cost.
41. All subsequent sale, lease, license, letting, transfer, mortgage, gift, usage, occupation etc. of The Apartment shall also be subject to all covenants, stipulations and conditions provided herein as also the rules of the Service Society/ Association and shall thus be binding upon the Successive Purchasers as well as upon all transferees, users, lessees, occupiers, mortgagee etc. as the case may be.

SCHEDULE-II

ALL the premises being Flat/ Apartment No. _____ on _____ Floor admeasuring **412.85 Sq. Mtrs.** (4443.88 Sq. Ft) having carpet area _____ sq mts. (_____ sq ft.) or thereabout and super built up area _____ sq mts. (_____ sq ft.); in the scheme known as "**ETERNITY**" together with undivided proportionate share in the said situate, lying and being on the non-agriculture land for residential purpose bearing Final Plot No. 244 admeasuring 2975 sq. mtrs. (amalgamated Survey Nos202/2) of Town Planning Scheme No. 50 situate, lying and being at Moje Bodakdev, Taluka Ahmedabad (West) in the Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar)

On or towards East _____ **:**
On or towards West _____ **:**
On or towards South _____ **:**
On or towards North _____ **:**

Schedule-III

42. The common facilities of the scheme are as under:

- A. Lifts and staircases
- B. Corridors and passages

- C. Gardens, landscaped areas forming part of common plots and internal roads, walkways and driveways.
 - D. Security Cabin
 - E. Drainage & water supply
 - F. Electricity & electricity lines and lights in common areas/passages
 - G. Day & night security
 - H. Borewell
- and others.

And shall vest jointly with the owners of other apartments. The parking space shall be maintained, managed and administered by Service Society/Association. The Vendor shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid building (s) or the common facilities etc. whatsoever.

43. The Buyer agrees that the aforesaid additional facilities shall have to be used by he/she/it only subject to rules in this regard framed by SERVICE SOCIETY/ ASSOCIATION which may include charges for the same that may be determined by SERVICE SOCIETY/ ASSOCIATION from time to time. The Buyer by signing this Deed is aware of and agrees without any objections and/or doubts whatsoever, to this Schedule.

SCHEDULE IV

44. RESTRICTIONS UPON THE RIGHTS OF THE PURCHASER:

- (a) The Purchaser is not to use either personally or through family members or transferee/assignees, including lessee, the Apartment and/or the Scheme in the Land, for either clinic, or as consulting office, or as an office of a professional or for rendering any professional services or as tuition classes, gym, parlour, call centre and the Apartment is sold solely to be used for residential need subject to the stipulations mentioned in this Schedule.
- (b) The Purchaser is not to use The Apartment or any of its Common Facilities and Areas or any other facilities and/or areas of the Scheme for any other purpose than residential as the Purchaser is aware of and agrees that the present scheme is only for residential Apartments and that the Apartment is purchased with a clear understanding that even if the corporation/government regulations, permit use of premises for and/or for furthering any professional activity and/or business the Purchaser is restricted from using the Apartment and/or the Scheme in the land for any purpose other than its own residential use/need and/or to lease the said premises for residential purposes. The Purchaser is aware of and agrees that since any non-residential use may likely affect the security of the fellow residents and/or occupiers, convenience, giving rise to parking problems within the Scheme and/or Land, the Purchaser agrees to refrain from any such use.

- (c) The Purchaser is aware of and agrees that non-residential use may as well increase maintenance amount of the common amenities and on account of some member(s) business or profession the interest of other members who have subscribed to and answerable to Maintenance Company should not be jeopardized.
- (d) The Purchaser is not to use the space in the Scheme and/or Land, except for allotted parking space for parking of any other vehicle or to use the same in any manner which might cause hindrance for the free ingress to or egress from any other part of the Scheme. Any exception in the car parking rules without approval from SERVICE SOCIETY/ ASSOCIATION shall attract penalty as decided by SERVICE SOCIETY/ ASSOCIATION from time to time.
- (e) The Purchaser is not to keep stock or display of any wares or any other material in the corridors or in any place intended for common use.
- (f) The Purchaser is not to display any signboard, advertisement board, or designs without the prior approval of the Vendor and/or the Management Company.
- (g) The Purchaser agrees to refrain from using the car park space for the purpose of parking any heavy vehicles or to stock any goods or materials whatsoever. The Goods and/or materials include anything inflammable or radioactive or anything that has the potential to cause harm to the well-being of any of the residents of the Scheme.

- (h) The Purchaser agrees to refrain from parking its vehicle(s) in a manner that can cause hindrance to the right of ingress to and egress from all parts of the Scheme and/or cause a hindrance for other residents in parking their vehicle.
- (i) The Purchaser is aware of and agrees that the Purchaser will contribute as per its respective share towards any major repair work pertaining to the common area and/or common facilities. The Purchaser agrees that whether repair work can be termed as 'major repair work' will be decided upon by SERVICE SOCIETY/ ASSOCIATION and/or Vendor.
- (j) The Purchaser agrees that the Purchaser will give on lease or rent the Apartment only with explicit written permission of SERVICE SOCIETY/ ASSOCIATION. The Purchaser is aware of and agrees that groups of students or groups of employees will not be permitted as lessees or tenants, or under any other relationships wherein the Purchaser receives consideration from such group(s) for staying in or enjoying possession of the Apartment in the Scheme.
- (k) The Purchaser agrees to pay as contribution towards any damage sustained by and within the common areas facilities. SERVICE SOCIETY/ ASSOCIATION shall decide whether Damage is incurred and what should be the commensurate damages to be paid by the Purchaser.
- (l) The Purchaser agrees and confirms that any resale of the Apartment will be subject to prior written permission of the

SERVICE SOCIETY/ ASSOCIATION and transfer fee payable to SERVICE SOCIETY/ ASSOCIATION

- (m) The Purchaser is aware of and agrees that SERVICE SOCIETY/ ASSOCIATION has the right to allow usage of Areas as mentioned in Schedule B on chargeable basis.
- (n) The Purchaser is aware that the Purchaser agrees to follow the terms, conditions and stipulations as mentioned in this Deed.
- (o) The elevators in the Said Scheme shall be meant for and shall be used for movement of people only and not for any other purposes and in particular not for goods, cargo, water, etc.

45. The said Flat/Unit conveyed herein is situated at within the limit of Vastapur Police Station, which is not fallen under the disturb area and therefore it is not necessary to obtain the permission for the transfer of the said flat under the provision of Disturb Areas Act.

46. The Allottee/s shall bear the stamp duty, registration fees, legal charges and miscellaneous expenses related to this conveyance etc. The Promoter shall not bear any expenses thereto.

IN WITNESS WHEREOF the Promoter and Allottee/s have hereunto set and subscribed their respective hands and seals this present the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
" PROMOTER"
MARUTINANDAN DEVELOPERS,
Through its authorized partner :

Ketanbhai Ratilal Patel

(ALLOTTEE/S)

IN THE PRESENCE OF

1. _____

2. _____

PROPERTY PHOTO

**MARUTINANDAN
DEVELOPERS,**

Through its authorized partner

(ALLOTTEE/S)

Ketanbhai Ratilal Patel
(PROMOTER)

PROPERTY PHOTO

MARUTINANDAN

DEVELOPERS,

Through its authorized partner

(ALLOTTEE/S)

Ketanbhai Ratilal Patel
(PROMOTER)

SCHEDULE AS PER SECTION 32(a) OF THE REGISTRATION ACT

SIGNATURE
IMPRESSION

PHOTOGRAPH

THUMB

PROMOTER

MARUTINANADAN DEVELOPERS,
Through its authorized partner :

KETANBHA RATILAL PATEL

ALLOTTEE/S

SALE DEED -----Flat No. (ETERNITY)

BETWEEN:

MARUTINANADAN DEVELOPERS

.. PROMOTER

AND

.. ALLOTTEE/S



ADVOCATES, SOLICITORS & NOTARY

612-614 Span Trade Centre Paldi Ahmedabad

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