

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE (hereinafter referred to as the **"Conveyance Deed"**) is made at Ahmedabad this ____ day of _____, Two Thousand Seventeen:

BETWEEN

APTUS INFRAPROJECTS LLP [AAALA2069B] a Limited Liability Partnership duly registered under the provisions of the Limited Liability Partnership Act, 2008 having its office at Block-D-904, Richmond Grand, Makarba, Ahmedabad, Gujarat, 380051, through it's authorized partner, Mr. Saurin Panchal hereinafter referred to as the **"Owner-Developer"** or **'Promoter'** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partners as at present and from time to time and their heirs and legal representatives of the last surviving partner) **of the First Part.**

AND

_____, (PAN : _____) aged about _____ years, occupation _____, residing at _____ - hereinafter referred to as the "**Allottee**" or "**Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its legal representatives, executors, successors and permitted assigns) **of the Second Part.**

For the sake of convenience, the Owner-Developer and the Allottee shall be hereinafter collectively referred to as the **Parties** and individually as **Party**.

WHEREAS

- A. The Owner-Developer is seized and possessed of or otherwise well and sufficiently entitled to all that 683 square meters of non agricultural land for residential use bearing sub-plot no.2 & sub-plot-3 forming part of final plot no.438/1 (earlier final plot no.438/A/1), city survey no.3856 of town planning scheme no.3 (varied) situate, lying and being at mouje Changispur, Taluka Sabarmati within the Registration District and Sub-District of Ahmedabad-3 (Memnagar) and District Ahmedabad (hereinafter referred to as the "**Land-1**") together with construction of scheme known as "Bharat Nivas" (herein after referred to as the "**Residential flat Building**") as more particularly set out in **First Schedule-A** hereunder written. For the sake of convenience, Land-1 and **Residential flat Building** shall be hereinafter collectively referred to as **Property-1**.
- B. The Owner-Developer is also seized and possessed of or otherwise well and sufficiently entitled all that 974 square meters of non agricultural land for residential use bearing sub-plot no.1 forming part of final plot no.438/1 (earlier final plot no.438/A/1), city survey no.3857 of town planning scheme no.3 (varied) situate, lying and being at village Changispur, Taluka Sabarmati within the Registration Sub-District Ahmedabad-3 (Memnagar) & District Ahmedabad (hereinafter referred to as the "**Land-2**") together with the residential bungalow construction standing thereon (herein after referred to as the "**said Bungalow**") as more particularly set out in **First Schedule-B** hereunder written. For the sake of convenience, Land-2 and said Bungalow shall be hereinafter collectively referred to as **Property-2**.

For the sake of convenience "Land-1" and "Land-2" shall be hereinafter collectively referred to as "**said Land**".

- C. The City Deputy Collector, Ahmedabad, has vide his order no.L.N.D.P/691 dated August 6, 1953 converted Said Land in to non agricultural land for residential use (hereinafter referred to as the "**NA Permission**") in accordance with the terms and conditions set out therein.

- D. By virtue of a Deed of Conveyance dated February 10, 2017, L. K. Nandwana HUF as the vendor therein represented through its Karta and members sold and conveyed Property-1 in favor of the Owner-Developer herein as the purchaser therein for a consideration of Rs.6,00,00,000/- (Rupees Six Crores only). The Deed of Conveyance has been registered with the office of sub registrar of assurance, Ahmedabad-3 (Memnagar) vide sr.no. 900 on February 10, 2017.

By virtue of a Deed of Conveyance dated February 10, 2017, (i) Ashok L. Nandwana represented through his power of attorney holder Dilip L Nandwana, (ii) Pratap L. Nandwana represented through his power of attorney holder Dilip L Nandwana, (iii) Dilip L. Nandwana, (iv) Vikram L. Nandwana, (v) Ranjit L Nandwana represented through his power of attorney holder Dilip L Nandwana, (vi) Bharat L. Nandwana as the vendors therein sold conveyed Property-2 in favor of the Owner-Developer herein as the purchaser therein for a consideration of Rs.16,31,00,000/- (Sixteen Crores Thirty One Lacs only). The Deed of Conveyance has been registered with the office of sub registrar of assurance, Ahmedabad-3 (Memnagar) vide sr.no. 899 on February 10, 2017.

For the sake of convenience, the aforesaid two Deeds of Conveyance dated February 10, 2017 shall be hereinafter collectively referred to as the **“Owner-Developer Purchase Deeds”**).

- E. The Owner-Developer has promoted a residential apartment project to be known as **“The Central Park”** to be developed on the said Land comprising a residential building with two basement levels and Eleven upper residential floors (hereinafter referred to as the **“said Building”**) along with the development of various common facilities, amenities and recreation viz. stair cases, floor foyers, elevators, terrace, basement parking area and all other common amenities to be developed in the common areas of the said Land and the said Building (hereinafter referred to as the **“Common Areas and Amenities”**). The development of the said Building and Common Areas and Amenities on the said Land shall be hereinafter referred to as the **“said Project”**
- F. The Ahmedabad Municipal Corporation (**“AMC”**) has approved the proposed development plans of the said Project in case no. **BHNTS/WZ/270217/GDR/A8117/R0/M1** on May 10, 2017 in accordance with the terms and conditions set out therein. The permission to commence the construction of the said Project on the said Land, in accordance with the Approved Plans was given by the AMC vide Rajachitthi no. 8460/270217/A8117/R0/M1 dated May 10,

2017 (hereinafter referred to as the “**Approved Plans**”) and the permission to commence the construction of the Said Project has been issued by the AMC vide Rajachitthi no AMC vide Rajachitthi no. 8460/270217/A8117/R0/M1 dated May 10, 2017 (hereinafter referred to as the “**Commencement Certificate**”).

For the sake of convenience and reference in this Deed of Conveyance:-

- i. The Said Land where the Said Project will developed ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, common entrances and exits of buildings, common basements, common terraces, parks, play areas, open parking areas, common storage spaces, management office, watch rooms, security cabins, club house, ward staffs cabins, electricity rooms, gas service area, water tanks, sanitation, system for water conservation, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, all facilities as provided in the said Project shall be referred to as the “Common Areas”:
- ii. The facilities provided in the Common Areas and to be used in undivided form collectively by the Allottee in the Project (as more particularly described in the **Second Schedule** herewith)

G. In pursuance to the aforesaid, the Promoter herein is in absolute ownership and possession of the Project Land and legally entitled to develop the Project and also enter into the Agreements to Sell, Conveyance, transfer Deed in relation to the sale of residential units in the Project in favor of the Allottee and receive the sale consideration in respect thereof.

H. The Allottee herein approached the Promoter herein with the intent to purchase a residential unit in the said Project and in pursuance to the discussion held amongst the Parties, the Promoter has agreed to allot/sale and the Allottee has agreed to purchase flat no. admeasuring _____ square meters equivalent to _____ square feet of carpet area located on the _____ floor of the said Building (“**Said Flat**”) together with the undivided proportionate share admeasuring _____ square meters in the said Land (hereinafter referred to as the “**Undivided Proportionate Share**”) and the Common Facilities as

well as the rights to use the said Common Facilities with all the other Allottees in the Project.

- I. The carpet area of the said Unit as set out above. "carpet area" means the net usable area of an said Unit, excluding the area covered by the external walls and areas under services shafts but includes the area covered by the internal partition walls of the said Unit.
- J. Pursuant to the above Promoter has issued letter of allotment dated _____ in respect of the Said Flat to the Allottee and upon payment of the amount equivalent to 10% or thereabout **as well as additional amount of earnest money** by the Allottee to the Promoter, the Promoter has agreed to sell the Said Flat to the Allottee for a consideration of Rs. _____ (Rupees _____ only) + Rs. _____ (Rupees _____ only) being the proportionate price of the common areas and facilities + Rs. _____ (Rupees _____ only) being proportionate price of the Undivided Proportionate Share aggregating to Rs. _____ (Rupees _____ only) **(Sale Consideration)** and entered into an agreement for sale in respect of the Said Property in accordance with the terms and conditions setout thereunder. The said agreement for sale has been registered in the office of the Sub-Registrar of Assurances, Ahmedabad-3 (Memnagari) vide sr.no. _____ on _____ (hereinafter referred to as the **Agreement**)

For the sake of convenience and reference in this Deed of Conveyance:

The Said Flat and the Undivided Proportionate Share as well as the Common Facilities and right to use it shall be collectively referred to as the "said Property"; the said Property is more particularly described in the **Third Schedule** hereunder written.

- K. The Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Gujarat Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as "the said Rules") made thereunder and the Allottee is satisfied in respect of the same;

- L. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of revenue records / city survey records showing the nature of the title of the Promoter to the Project Land on which the said Project is developed or to be developed have also been inspected by the Allottee and is satisfied in respect of the same.
- M. The Promoter has submitted the Project for registration with the Real Estate Regulatory Authority (RERA) as per the provisions of the Said Act and the Said Rules and pursuant to the same the Project has been registered with RERA under Reference/Order No. _____ dated _____. (Copy of Registration Certificate is annexed herewith at **Annexure-B**)
- N. The authenticated copies of the Approved Plans of the Layout as approved by the Ahmedabad Municipal Corporation, the authenticated copies of the plans and specifications of the Said Flat agreed to be purchased by the Allottee and the authenticated copies of the layout and floor plans as proposed by the Promoter and according to which the construction of the projects and Common Areas are proposed to be provided for in the said Project has been inspected by the Allottee. (copies of the layout and floor plans are collectively annexed herewith at **Annexure-C1 & Annexure-C2**)
- O. The Promoter has undertaken the development of the Project as per the Approved Plans and has completed the construction of the said Building and other development works of the said Project; and pursuant to the same AMC has issued Occupancy Certificate (OC) and/or the Building Use Permission (BU) vide its reference no. _____ dated _____ (copy of the same is annexed herewith as **Annexure-D**)
- P. In pursuance to the confirmations, representations and assurances given by the Parties to each other to faithfully abide by all the terms, conditions and stipulations contained in the Agreement and all applicable laws the Promoter is hereby executing this Deed of Conveyance in respect of the Said Property in favor of the Allottee.

NOW THIS INDENTURE WITNESSETH that

1. INTERPRETATION

In this Conveyance Deed, unless the context otherwise requires:

- i. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Conveyance Deed, from time to time be amended, supplemented or re-enacted;
- ii. Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- iii. The captions and headings, if any, are for the purpose of convenience and reference only and shall not be deemed to supersede or modify the substance in the text written thereunder and shall not be used in and shall not affect the construction and interpretation of this Conveyance Deed;
- iv. Terms and words beginning with capital letters and defined in this Conveyance Deed shall have the meaning ascribed thereto herein, and terms and words defined in Annexure/Schedule and used therein shall have the meaning ascribed thereto in Annexure/ Schedule;
- v. Words “include” and “including” are to be construed without limitation;
- vi. Any reference to “day” shall mean a reference to a calendar day; any reference to “month” shall mean a reference to calendar month;
- vii. Annexure, Plans and Schedules to this Conveyance Deed form an integral part of this Conveyance Deed and will be in full force and effect as though they were expressly set out in the body of this Conveyance Deed;
- viii. Reference to this Conveyance Deed or any other agreement, deed, instrument or document of any description shall be construed as reference to such agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, notated or suspended;
- ix. Reference to Recitals, Clauses, Sub-Clauses, Schedules, Annexure in this Conveyance Deed shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Sub-Clauses, Schedules, Annexure of or to this Conveyance Deed;
- x. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include

both such days or dates; provided that if the last day of any period computed under this Conveyance Deed is not a business day, then the period shall run until the end of the next business day;

- xi. Any word or expression used in this Conveyance Deed shall unless defined or construed in this Conveyance Deed, bear its ordinary English meaning;

2. In pursuance of the aforesaid and the full and final aggregated amount of Sale Consideration of Rs. _____ (Rupees _____ Only) being duly paid by the Allottee to the Owner-Developer (the receipt whereof the Owner-Developer doth hereby admit and acknowledge and acquit, release and discharge the Allottee from every part thereof forever), the Owner-Developer doth hereby convey, transfer, assign, assure, grant in favour of the Allottee free from encumbrance and reasonable doubts the right title and interest in the said Property being Flat no. _____ admeasuring _____ square meters equivalent to _____ square feet of carpet area located on the _____ floor of the said Building together with the undivided proportionate share in _____ square meters in all that 1657 square meters equivalent to 1982 square yards comprising of (i) 683 square meters of land bearing sub-plot no.2 & sub-plot-3, city survey no.3856 & (ii) 974 square meters of land bearing sub-plot no.1, city survey no.3857, forming part of final plot no.438/1 (earlier final plot no.438/A/1) of town planning scheme no.3 (varied) situate, lying and being at mouje Changispur, Taluka Sabarmati within the Registration Sub-District of Ahmedabad-3 (Memnagar) and District Ahmedabad along with rights to use the common amenities and facilities in the said Project known as 'The Central Park' and that the Owner-Developer has simultaneously upon execution hereof entitled the Allottee an irrevocable license to enter upon the Said Flat to undertake the activities in relation to the interior and designing of the said Unit. The Promoter having handed over and the Allottee having taken over vacant, peaceful and physical possession of the Said Flat free from all encumbrances; this deed shall be valid only after realization of all the payments; and if any cheques or payments not realized pursuant to the execution hereof then in such event all the transaction made by the Allottee by way of mortgage, sale, transfer, gift, lease etc. in respect of the Said Property shall become void, invalid and illegal.

3. The Allottee and its successors in title and assigns at all times hereafter at will and pleasure for all permitted purposes shall be entitled to free ingress to and egress from the Said Flat AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Owner-Developer in to out of or upon the Said Flat or any part thereof and TO HAVE AND TO HOLD all and singular the said Property hereby transferred, assigned, granted and assured or intended or expressed so to be with their and every of their rights and appurtenances UNTO AND TO THE USE and benefit of the Allottee, their successors in title and assigns forever however SUBJECT TO the terms herein contained including the payment of all AND THAT notwithstanding any act, deed, matter or thing whatsoever by the Owner-Developer or any person or persons lawfully or equitably claiming by, from, through, under or in trust for it made, done, committed, omitted or knowingly or willingly suffered to the contrary the Owner-Developer now hath in itself good right full power and absolute authority to grant convey transfer and assure the said Property hereby granted conveyed transferred and assured or intended so to be unto and to the use of the Allottee in manner aforesaid AND THAT it shall be lawful for the Allottee from time to time and at all times hereafter peaceably and quietly to hold enter upon, use, occupy, possess and enjoy the said Property hereby granted conveyed transferred and assured with their appurtenances without any hindrance, lien, charge, interest, denial, demand, interruption, eviction and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit AND THAT the Owner-Developer has handed over the copies of all the relevant documents, abstracts and extracts in relation to the Said Flat.
4. The Allottee covenants that a service society to be known as the ' Co-operative Housing Service Society Ltd.', registered under the provisions of the Gujarat Co. Op. Societies Act, 1961 vide reg. no. dated (said Society) has been incorporated for the proper and effective administration of the said "The Central Park" and the Allottee shall be a member of the said Society and shall also liable for the payment of maintenance deposit & maintenance charges etc. on demand in respect of the said Property to the said Society and shall follow all the rules, regulations and byelaws of the said Society from time to time and shall use the common amenities and facilities along with other members of the said Society.

5. The Allottee represents, undertakes and warrants that: -
- i. The Allottee, as the unit holder in the said Building, will duly get admitted as the member of the said Society and will sign and execute all such necessary application forms, affidavits, declarations, undertakings, model bye laws/bye laws formed by the said Society from time to time and at all times as may be required and amended by the Owner-Developer and/or the said Society;
 - ii. The Owner-Developer shall be in absolute control of the said Project as well as all the unsold flats in the said Project till the Owner-Developer has received full and final consideration for each and every flats in the said Project and each one of them is duly conveyed/transferred in favor of its respective Allottees;
 - iii. Any transfer or assignment *inter-vivos* or by operation of law or any disposal in any manner whatsoever, of rights under these presents by the Allottee or by way of transmission thereof on account of inheritance or succession shall always take effect along with the shares and membership of the said Society and as per common interest, and as per the bye-laws of the said Society;
 - iv. The Allottee herein shall be required to obtain a prior approval and a no objection letter from the Owner-Developer till the management of the said Project is handed over to the said Society and Society thereafter in the event the Allottee herein intends to sell, convey, mortgage, lease, sub lease, sub let or transfer its right, title and interest in the said Property to any other person in any manner whatsoever. The Allottee herein shall be responsible for the payment of the Transfer Fees and all outstanding dues to the Owner-Developer till the sale of all the flats in the said Project is duly completed and the possession of each flat is handed over to the respective prospective Allottees and the operation and management of the said Project is handed over to the said Society and only subject to which the Owner-Developer or the said Society (after the operation and management of the said Project is handed over to the said Society) shall permit and allow such transfer;
 - v. Over and above the representations, covenants, undertakings, declarations given by the Allottee herein as well as the terms and conditions set out in this Conveyance Deed the Allottee shall

comply with, perform and observe all the conditions, provisions, obligations, stipulations, covenants and restrictions set out in **Annexure-A** hereto and the same shall be covenants running with the sale of the said Property in favor of the Allottee and their successors from time to time;

- vi. All stamp duty (present and future), registration charges and legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by the Allottee only. The Allottee has also deducted TDS in respect of the payment made to the Owner-Developer as per the provision of the Income Tax Act 1961.
- vii. The said Land does not fall under the Disturbed Area and is not subject to The Gujarat Prohibition of Transfer of Immovable Property & Provision for Protection of Tenants from Eviction from Premises in Distributed Areas Act, 1991.

FIRST SCHEDULE-A ABOVE REFERRED TO

All that 683 square meters of non agricultural land for residential use bearing sub-plot no.2 & sub-plot-3 forming part of final plot no.438/1 (earlier final plot no.438/A/1), city survey no.3856 of town planning scheme no.3 (varied) situate, lying and being at mouje Changispur, Taluka Sabarmati within the Registration Sub-District of Ahmedabad-3 (Memnagar) and District Ahmedabad is bounded as under: -

On or towards East :- Internal Road and F P No.438/2
On or towards West :- Sub-plot no.1 and 40 meter road
On or towards North :- Internal road and 40 meter wide road
On or towards South :- Sub-plot no.1 and Final plot no.438/1

FIRST SCHEDULE-B ABOVE REFERRED TO

All that 974 square meters of non agricultural land for residential use bearing sub-plot no.1 forming part of final plot no.438/1 (earlier final plot no.438/A/1), city survey no.3857 of town planning scheme no.3 (varied) situate, lying and being at village Changispur, Taluka Sabarmati within the Registration Sub-District Ahmedabad-3 (Memnagar) & District Ahmedabad is bounded as under: -

On or towards East :- Final Plot no.438/2
On or towards West :- 40 meter wide road
On or towards North :- Sub-plot no.2 and 40 meter road
On or towards South :- Final Plot no.438/2 and TP road

SECOND SCHEDULE ABOVE REFERRED TO

Internal Access, Common underground water tank with pressure pump, Common Plot, 2 (Two) main gates with security cabin, Internal Drainage lines, Borewell, Street Lights, Percolating Well, Plantation, Reception, Cafeteria, Wifi Zone, CCTV Cameras, for common area surveillance.....

THIRD SCHEDULE ABOVE REFERRED TO

Flat No._____ having _____ square meters i.e. _____ square feet of carpet area located on _____ floor of the residential project known as "The Central Park" together with undivided proportionate share admeasuring _____ square meters in 1657 square meters i.e. 1982 square yards comprising of (i) 683 square meters of land bearing sub-plot no.2 & sub-plot-3, city survey no.3856 & (ii) 974 square meters of land bearing sub-plot no.1, city survey no.3857, forming part of final plot no.438/1 (earlier final plot no.438/A/1) of town planning scheme no.3 (varied) situate, lying and being at mouje Changispur, Taluka Sabarmati within the Registration Sub-District of Ahmedabad-3 (Memnagar) and District Ahmedabad along with rights to use the common amenities and facilities in the said Project and Said Flat is bounded as follows:

- On or towards East:-
- On or towards West:-
- On or towards North:-
- On or towards South:-

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

SIGNED AND DELIVERED BY THE)
WITHIN NAMED – OWNER-DEVELOPER)
APTUS INFRA PROJECTS LLP)
through its authorized Partner)
Mr. Saurin Panchal)_____

IN THE PRESENCE OF

ANNEXURE – A

The Allottee agrees, confirms and accepts the Matters, Conditions-Restrictions-Prohibitions-Stipulations-Covenants etc. as stated hereafter:

1. The Allottee has adequately satisfied himself about the title and specification of the overall Project and that the Allottee has no grievance or complaint in relation to the title or the specifications, workmanship or materials or used therein.
2. By virtue of the execution hereof, the Owner-Developer has sold, transferred and conveyed the right title and interest in favor of the Allottee limiting to the Said Flat together with undivided proportionate share in the said Land only and no other area in the said Project and that the Owner-Developer shall be without any restriction or requiring any approval of the Allottee shall be entitled to deal with the other flats and space in the said Project in favor of any other person in the manner the Owner-Developer may deem fit.
3. So long as it does not prejudicially affect the right of the Allottee in respect of the Said Flat, any part of the said Building interior or exterior, margin land, open areas, open spaces, walls, compound walls, parapet walls, terraces, lift well, etc. may be used or allowed to be used for advertisement, hoardings, neon sign lights, display, etc. to any person for hire, reward or for any other consideration and manner as it may deem fit. The said hoardings must be installed after obtaining all the permissions and no objection certificates from the concerned authorities and they should not obstruct view, sun light, wind and ventilation of the Said Flat. All the safety measures shall be strictly observed.
4. The Developer shall be entitled to provide the covered parking area in the basement and ground floor and the parking that can be provided in the open margin lands and other open areas and spaces for parking of vehicles or for other convenient purposes as the Developer may deem fit.
5. The Allottee shall keep the Said Flat, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the said Building other than its premises.

6. i) The Allottee shall not at any time demolish or cause to be demolished the Said Flat or any part thereof nor shall make any additions or alterations in the design or specifications thereof nor shall make any new opening of door, window or otherwise. The Allottee shall not make any alterations in the elevations and outside color scheme of the outer wall in the exterior of the Said Flat. The Allottee shall not decorate the exterior of Said Flat other than in the manner in which the same is decorated. However the Allottee can display the signboard of his choice according to dimensions mutually agreed by the developer and the Allottee.
 - ii) If any penalty, premium or any other charges are levied by the Ahmedabad Municipal Corporation or any other authority in respect of any additions or alterations if made by the Allottee, the same shall be borne and paid by the Allottee, if the same are concerning the Said Flat and/or to the extent of the undivided entitlement of the Allottee in the said Land, and if the same area of common nature, by the Allottee in common with others.
7. The Allottee shall not change, or make any holes or openings, or draw or lay any wires, cables, pipes through, or in any other manner damage, the columns, beams, slabs or RCC part or walls or other structural members of the Said Flat or any part of the Complex without prior written consent of the Owner-Developer and/or the Society.
8. The Allottee shall not use the Said Flat or permit the same to be used for any purposes whatsoever other than for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other premises or for any illegal or immoral purposes or for the purposes prohibited by law. The Allottee will not use or permit to be used the Said Flat or any part thereof for (hotels, guest house, lodging & boarding, nursing home or hospital. The Said Flat shall be used, occupied and enjoyed subject to other rules of the scheme as may be framed by the Developer. The Allottee shall perform and observe the same, and shall abide by them.

9. The Allottee will not use or permit to be used the common passages, stairs, staircases or any other open areas, spaces, margin lands etc. for storage or keeping any articles or things.
10. The Allottee shall not store in the Said Flat or in any common areas or bring in the said Building any goods which are hazardous, combustible or with strong smell or excessively heavy so as to affect or damage the construction or structure of the building, and shall not carry or cause to be carried heavy packages to the Said Flat which are likely to damage the lifts, staircase, common passages, other spaces or any other structure or parts of the Complex, its amenities, facilities and services.
11. In pursuance to the execution of this Conveyance Deed, in case of any amount becomes payable to the Ahmedabad Municipal Corporation, the State Government or other public authority like betterment charges or development taxes or payment of similar and/or any other nature in relation to the entitlement of the Allottee under this Conveyance Deed, the same shall be paid and borne by the Allottee and/or its successor in title as may be levied by the authority on pro-rata basis.
12.
 - i) The Allottee shall be responsible and liable to bear and pay, at actuals, all Municipal Taxes, cesses, dues and impositions of every description of the Ahmedabad Municipal Corporation, Gram Panchayat, of the State and/or Central Government and/or any other public bodies and authorities, which exclusively relate to or pertain to the Said Flat.
 - ii) All common maintenance expenses relating to security, sweeping, cleaning, lightening, maintenance, repairs, replacement, upgradation etc., of the said Building, and amenities, facilities, services, conveniences, and utilities therein; common expenses of administrative, management, staff, personals, maintenance of accounts and records and other similar or other related matters; and any other expenses of common nature (the "CME") shall be borne and paid by the Allottee and other Allottees of other premises, and as may be fixed by the Developer.
 - iii) Without prejudice to aforesaid, if the Developer makes any other arrangement for maintenance and to meet the common

maintenance expenses, the same shall be binding upon the Allottee and the Allottee shall be obliged to act in accordance therewith, which may include payment of any amount by way of permanent maintenance deposit.

iv) The CME will be required to pay by the Allottees of the premises. Notwithstanding, the fact that the said Building is put to use and the holders of the premises who have already purchased the premises have commenced use of their respective premises, involving use of Common Services, the Developer shall not be required to pay or contribute CME for any un-disposed of premises or to pay any amount whatsoever towards maintenance of the Common Services, and the same shall be paid prospectively only upon the unsold premises are disposed of. If any flats are unsold one year after date of B.U. Permission, then the maintenance expenses of those unsold flats will be borne by the Owner-Developer.

13. The said Society consisting of the unit holders in the said Project as its members and share holders for the purpose of operation and maintenance of the said Project and that the Allottee shall be bound to become a member of the said Society and to observe the terms and conditions and rules and regulations as set out in the bylaws of the said Society and the rules framed by the Society from time to time and at all times.

14. The Allottee is aware that the Owner-Developer shall operate and maintain the said Project and that the Allottee shall be bound to comply with all the terms, conditions, charges, rules and regulations laid/formed by the Owner-Developer. The said Project shall be under the over-all control and management of the Owner-Developer. And of the said Society after the same is handed over to said Society, and the decision of the Owner-Developer/Society/Maintenance Company in all matters relating thereto including code of conduct, rules and regulations for use in the said Project shall be final, conclusive and binding upon the Allottee.

15. The Owner-Developer may have declared and announced the said Project by issuing brochure and pamphlets and also inserting advertisements in newspaper and advertising in other manners. It has been agreed that if anything agreed upon as recorded herein is

inconsistent with what has been declared or advertised as aforesaid, what is agreed upon herein shall prevail.

16. Any delay by the Owner-Developer / Society in enforcing the terms of this Conveyance Deed or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Owner-Developer / Society of the Purchase nor shall the same in any manner prejudice the remedies of the Owner-Developer/Society.
17. The Allottee hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
18. The Allottee hereby declares that he has read, understood and agreed each and every term of this Conveyance Deed before execution.
19. The Allottee has agreed to indemnify and keep indemnified the Owner-Developer and other flat holders against any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any delay, default, breach or violation of any of the conditions and obligations aforesaid.

Draft

Flat No. _____, The Central Park, Law Garden, Ahmedabad

OWNER-DEVELOPER :-

ALLOTTEE:-

Draft

Flat No. _____, The Central Park, Law Garden, Ahmedabad

OWNER-DEVELOPER :-

ALLOTTEE:-

Annexure-B

Copy of RERA Registration Certificate of the Project

Annexure-C1

layout plan of the Project

Annexure-C2

floor plan of the Said Flat

Annexure-D

Copy of Occupancy Certificate / Building Use Permission

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SCHEDULE
UNDER THE PROVISIONS OF SECTION 32(A) OF REGISTRATION ACT

OWNER-DEVELOPER :-

APTUS INFRAPROJECTS LLP
through its Authorized Partner
Mr. Saurin Panchal

ALLOTTEE:-
