

DEED OF CONVEYANCE

THIS INDENTURE made at Vadodara this _____day of _____, 2017 by and between:

_____ (P.A.No. _____) a Partnership Firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____

OR

_____ **LLP** (P.A.No. _____) a Partnership firm duly incorporated under section 12 (1) of the Limited Liability Partnership Act, 2008 and registered with the Registrar, _____ on _____ under LLP Identity Number _____ having its Registered Office _____ at _____

Ahmedabad

hereinafter referred to as “THE VENDOR ” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners of the said firm at present and from time to time and their respective heirs, executors, successors and administrators) of the ONE PART.

OR

M/S. _____, a Private Limited Company duly Incorporated and Registered under the Companies Act I of 1956 having its Registered _____ Office _____ at _____ Ahmedabad

hereinafter referred to as “**VENDOR** ” (Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include said Company and its successors and assigns) of the “ONE PART”.

AND

SHRI/SMT/SARVASHRI _____ Adult, Occupation
Business, having his/her/their residential address at
_____, Ahmedabad,

OR

_____, HUF through its Karta
_____ adult, Occupation
_____ and residing at
_____, Ahmedabad

OR

M/s. _____, through its Sole Proprietor
_____ having its place of business at
_____,

OR

_____, a Partnership Firm registered under the
provisions of the Indian Partnership Act, 1932, having its principal place of
business at _____,

OR

_____ LLP (P.A.No. _____) a Partnership firm duly
incorporated under section 12 (1) of the Limited Liability Partnership Act, 2008
and registered with the Registrar, _____ on _____
under LLP Identity Number _____ having its Registered
Office at _____

Ahmedabad

OR

_____ Private Limited, a Private Limited Company
 registered under the provisions of the Companies Act, 1956, having its registered
 office at _____,
 Ahmedabad

Hereinafter referred to as **“THE PURCHASER”** (which expression shall
 wherever the context so permits be deemed to mean and include and shall always
 be deemed to mean and include in case of individual/s his/her/their heir/s ,
 executor/s, administrator/s and assigns, in case of HUF, coparcener/s member/s for
 the time being and from time to time of the said HUF and their respective heirs,
 executors, administrators, in case of Proprietary Firm, its Sole Proprietor, his/ her
 heirs, executors, administrators, successors, in case of Partnership firm, LLP,
 Partner/Partners for the time being and from time to time of the said firm and their
 respective heirs, executors, administrators and in case of Company its Successors
 and assigns) of the **OTHER PART**.

WHEREAS under and by virtue of a Deed of Conveyance dated _____
 executed by _____ in favour of the Vendor herein and registered
 with the office of the Sub-Registrar- _____ (Ahmedabad - _____) on the same
 day under Serial No._____, the Vendor is absolutely seized and possessed of
 otherwise well and sufficiently entitled to all that piece or parcel of Freehold Non
 Agricultural Residential/Commercial Use land bearing
 _____ and more
 particularly described in the **First schedule** hereunder written (Hereinafter
 referred to as the **“Said Land”**)

AND WHEREAS the Non-Agricultural Use permission for the said Land has been granted by Collector, _____ bearing No. _____ dated _____ and the Raja Chitthi for the said scheme/project on the said Land has been granted by the _____ dated _____ bearing No. _____.

(NOTE: PLEASE CHECK AND CONFIRM THE ABOVE DETAILS)

AND WHEREAS in accordance with the permission and plans duly granted/approved by _____ dated _____ bearing No. _____, the Vendor has developed the said Land by constructing a residential/Commercial scheme thereon to be known as “_____” comprising of _____ separate Buildings bearing BLOCK NOS. _____, wherein each Block is consisting of Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, _____ Stair Cabin, and Lift Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential Units in the said buildings and the said entire Scheme (hereinafter referred to as “the said Building/Scheme).

(NOTE: PLEASE CHECK AND CONFIRM THE ABOVE DETAILS)

AND WHEREAS the said Block No. _____ forming part of the said Scheme is completed in all respects and necessary Building Use Permission has been granted by _____ bearing No. _____ dated _____.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) with the Real Estate Regulatory Authority at _____ under no. _____; a certified true copy of the said registration is attached as **Annexure ‘1’** hereto.

AND WHEREAS the Vendor has assured that the title to the said land together with the said Building is clear, marketable and free from reasonable doubts, which has been duly accepted by the Purchaser.

AND WHEREAS the Vendor has/had agreed to sell proportionate undivided share to the extent of _____ sq. mts. in the said Land together with constructed property being Residential Unit No Apartment No./Office No./Unit No./Showroom No./_____ admeasuring _____ sq. fts. equivalent to _____ sq. mts. (Carpet Area) along with Balcony/Verandha admeasuring _____ sq. fts. equivalent to _____ sq. mtrs. (Carpet Area) forming part of the said Residential Unit Apartment No./Office No./Unit No./Showroom No./ and Wash Area Balcony admeasuring _____ sq. fts. equivalent to _____ sq. mtrs. (Carpet Area) forming part of the said Residential Unit Apartment No./Office No./Unit No./Showroom No./ situated on _____ Floor in Block No._____ of the said Scheme known as “_____” (the said constructed property is hereinafter referred to as “the said Unit”) more particularly described in the **SECOND SCHEDULE** hereunder written together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein which common amenities and facilities are more particularly described in the **THIRD SCHEDULE** hereunder written (the said proportionate undivided share in the said Land, the said Unit and Common Amenities and facilities provided in the said Building/Scheme shall hereinafter be collectively referred to as “the said Property”) to the Purchaser and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration of Rs._____-/- (Rupees _____ Only), which total price/consideration includes Rs._____-/- (Rupees _____ Only) being the proportionate price of the undivided share in the said land, common areas and facilities provided in the said Scheme.

AND WHEREAS, the Vendor and Purchaser had entered into an AGREEMENT TO SELL dated _____ with respect to the said Property which Agreement to Sell was executed by and between the parties hereto and duly registered with the office of the Sub-Registrar Ahmedabad – _____ (_____) on _____ under Serial No._____ on the terms and conditions agreed upon by the Parties hereto and which is valid and subsisting.

AND WHEREAS, the Vendor shall provide _____ allotted car parking space in the said Scheme which can be used only by said Purchaser/s, which location number shall be

informed to the Purchaser in due course. The Purchaser shall not be entitled to use any other parking place in the said building/scheme, which the Purchaser has agreed.

AND WHEREAS the Purchaser has perused, studied and explained to himself/herself/itself the papers, writings, permission and approvals of the authorities, sanctioned plans and specifications of the said Project Scheme, certificate and report on title of the Said Land, and has satisfied himself/herself/itself completely in all respects and shall not be entitled to raise any disputes or further requisitions whatsoever in this regard.

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

AND WHEREAS the Vendor has also agreed as the case may be shall be entitled to sell proportionate undivided share in the said Land along with the remaining constructed property with Common Assets in proportion with right to use all the common amenities and facilities provided in the said building/Scheme and to be used in common with other Purchaser/s by Deed of Conveyance also similar to these presents.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the sum of Rs._____/ - (Rupees _____ Only) paid by the Purchaser to the Vendor as per the memorandum of consideration mentioned in **Annexure A** hereto (The receipt of the said sum of Rs._____/ - [Rupees _____ Only] the VENDOR doth hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge the said Purchaser) the Vendor doth hereby grants, sells, assigns, releases, conveys and assures unto the said Purchaser forever the said property **AND ALSO** together with all the deeds, documents, writings and other evidences of title relating to the said property or any part thereof and all the estate, rights, title, interest, use, inheritance, possession, benefits, claims and demands whatsoever, at law and in equity of the Vendor into, out of, or upon the said property or any part thereof, **TO HAVE and TO HOLD ALL** and singular the said property hereby granted, released, conveyed and assured unto and to the use and benefit of the said Purchaser absolutely forever with the right to occupy and enjoy the same as owner thereof **SUBJECT TO** the payment of all rates, taxes, assessments, due and duties and other outgoings now chargeable upon the same or hereafter to become payable to the Government of Gujarat, Revenue Authority or any other local body or authority in respect thereof **AND** the said Vendor do hereby covenants with the Purchaser, that notwithstanding any acts, deeds, matters or things whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for it, made, done, committed, omitted or executed knowingly or willingly suffered to the contrary, it the Vendor now has in itself good

right, full power, and absolute authority to grant, release, convey, assign and assure the said property hereby granted, released, conveyed or assured or intended or expressed to be UNTO and to the use of the said Purchaser in the manner aforesaid AND that it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with it appurtenance and receive the rents, issues and profits thereof and of every part thereof to and for his/her/its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor will and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND further that the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property hereby granted or any part thereof, by, from, under or in trust for the Vendor shall and will at all times hereinafter at the request and at the cost of the Purchaser do execute or cause to be done and executed all such further and other lawful acts, deeds, things, matters, conveyance and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting and assuring the said property and every part thereof hereby granted UNTO and to the use of Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser or its counsel at law.

That the Vendor declares that the said property is its absolute property and further declare that the said property is in its exclusive undisturbed, actual and physical possession and ownership and the same or part thereof is not in possession of any person, body or authority either as lessee/tenant or otherwise and the same is not sold, mortgaged, charged or leased/rented or dealt with in any manner whatsoever by it.

That the Vendor hereby declares that the Vendor has not received any notice under the Land Acquisition or Requisition Act, The Municipal Corporations Act, The Gujarat Town Planning and Urban Development Act, Epidemic Diseases Act, Defence of India Act, Income Tax Act, 1961, Gujarat Public Moneys (Recovery of Dues) Act, Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, The Bombay Land Revenue Code or any other statutory Enactment or other public body or authority for further requisition or acquisition or reservation or set-back or Road line or attachment of the said property or part thereof for the said purpose or for any other purpose of whatsoever nature and the Vendor has not committed any breach thereof and the terms and condition as also rules and regulations under and by virtue of which the said property has been acquired by the Vendor.

THE Vendor hereby declares that all the taxes, cesses, charges and other outgoings payable to the Revenue Authority, Local Authority and payable by the Vendor in respect of the said property have been paid in full as per demands raised by the said Authorities and as agreed the Vendor will have to pay the arrears if any, found due and payable by the Vendor to the said Authorities and the same henceforth shall be paid by the Purchaser to the said Authorities etc.

The Vendor declares that no attachment under any legal judgement is levied on the said property and further that the Vendor has not been restrained by any court of Law or authority for transferring or alienating the said property in any manner of whatsoever nature either under interim injunction or otherwise.

That the Vendor has handed over the actual, physical and vacant possession of the said constructed Unit complete in all respects to the purchaser as an absolute owner free from all encumbrances as also said Common Assets as co-owner and possessor thereof along with other Purchasers. The Purchaser hereby unconditionally confirms and agrees that the Purchaser has taken due inspection of the said constructed Unit as to the measurement and specifications and the Common Assets and Amenities also as to the quantity, quality of materials as also workmanship, the basis construction work and confirm that there are no patent defects in the construction and has/have been completely satisfied with the same in all respects and accordingly the Purchaser shall not be entitled to raise any further disputes or complaints whatsoever with respect to the same.

The Purchaser hereby agrees to abide by all byelaws, rules and regulations of the Government and any other authorities and local bodies applicable to the said Property and shall attend to answer and be responsible for actions and violations of any of the conditions or rules or byelaws and shall observe and perform all the terms and conditions that may be imposed by the said authorities from time to time.

The Purchaser hereby agrees and declares that he/she/it shall maintain and/or cause to be maintained the interior and exterior of the said property in such a manner that the elevation of the building and the lay-out of the common amenities is/are not disturbed and structure thereof is not damaged in any manner.

The Purchaser shall at no time be entitled to demand partition by metes and bounds of his/her/its undivided share in the said land or interest in the common assets provided in the said building or the said scheme, it being agreed and declared by the Purchaser that his/her/its undivided interest cannot be partitioned in any circumstances whatsoever.

The Purchaser hereby covenants to keep the said property, 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 Building/Block other than the said Unit at his/her/its own costs and expenses.

The Purchaser shall use the said constructed Unit/property only for residential use purpose. The Purchaser hereby irrevocably agrees that apart from residential use purpose, the Purchaser shall not use the said constructed Unit or any part thereof for any other purpose whatsoever including any educational/vocational classes, hostel/hotel use, etc., or any other commercial use whatsoever. The Purchaser shall not use the said constructed Unit/property in such a manner which may or is likely to cause nuisance or annoyance to occupiers of the other constructed Unit/s nor for any illegal or immoral purpose. **(NOTE: IF IT IS COMMERCIAL UNIT, WE WILL CHANGE ACCORDINGLY)**

The Purchaser hereby agrees and declares that, the Purchaser shall not at any time demolish or cause to be demolished the said property or any part thereof so as to cause damage to the same in any manner and shall not make any alterations in the elevations and outside colour scheme of the said constructed Building/Block. The Purchaser shall be not entitled to remove any Column/Beam within the said constructed Unit in any circumstances whatsoever. The Purchaser hereby agrees that any internal changes/renovations in the said Unit shall be done only with prior written approval of the Vendor/its Architect/Service Society which shall be given subject to such conditions as may be deemed necessary by the Vendor/its Architect/Service Society. The Purchaser hereby irrevocably agrees and undertakes that the Purchaser shall not in any circumstances whatsoever be entitled to make or carry out any changes in the Plumbing work in any manner of whatsoever nature in the said constructed Unit. The Purchaser hereby further undertakes that in the event any damages occur to other constructed Units/Building in any manner due to such renovations being done by the Purchaser, he/she/it shall be liable for the same and shall immediately attend to rectify such damage/s caused to other constructed units/Building without any delay or demur whatsoever.

The purchaser hereby agrees and declares that, the Purchaser shall not remove any windows or rallying or will not change colour scheme of the same. The Purchaser shall not erect any new wall which will result in a change in the elevation of the constructed Building/Blocks and shall not enclose the balconies provided in the said constructed Unit in any manner whatsoever.

The Purchaser hereby agrees and declares that the said Unit shall be used, occupied and enjoyed by the Purchaser as one Unit and the Purchaser shall not divide or sub-divide the same for use as more than one Unit. Further, the Purchaser hereby agrees that that the main door of the said Unit shall not be changed, altered in size or location and no other

door, window or opening shall be made in the said Unit other than as made by the Vendor on completion of the said Unit in accordance with the approved plans thereof.

The purchaser hereby agrees and declares that, the Purchaser shall install the outdoor A.C. units only at the prefixed locations as suggested by Vendor. The Purchaser shall use only the specific place for putting up cloth hanging rack as provided by the Vendor and the Purchaser shall not be entitled to put up the cloth hanging rack at any other place outside the said constructed Unit.

The purchaser hereby agrees and declares that, the Purchaser shall not throw any kind of dirt, garbage or other refuse or permit the same to be thrown out from the Unit and specifically any debris shall not be thrown from the repair or renovation of the Unit in the compound of the said Scheme or any portion of the said Block/Building.

The purchaser hereby agrees and declares that, the Purchaser shall be entitled to put his/her/its name plate/Board only on the place, and in the color and size as decided by the Vendor at entrance of said building and the Purchaser shall not put any other name plate or Board on any other part of the building except on the door of the said Unit.

The Purchaser shall permit the Vendor/Service Society and their surveyors and agents with or without workmen at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good any defects found within three days of the giving of such notice in writing by the Vendor/Service Society to the Purchaser or for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, or other conveniences belonging to or surviving or used for the Building/Block and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas and water pipes and electric wires and for similar or other purposes as may be required, however the expenses for the same have to be paid by the Purchaser without any demur.

The Purchaser hereby agree and bind himself/herself/itself to become member of a Service Society namely THE _____ CO.OPERATIVE HOUSING SERVICE SOCIETY LIMITED duly incorporated under the Gujarat Co-operative Societies Act, 1961 (Act X of 1962) and registered with the Registrar, Co-operative Societies, _____ under Serial No. _____ dated _____ and shall hold requisite number of shares and comply with the Bye Laws of the said Service Society as also Rules Regulations and Resolutions from time to time of the said Service Society and that of General Body / Managing Committee for the purpose of management, maintenance and up-keeping the said entire Scheme known as “_____” and the Purchaser agrees that he/she/it shall pay regularly the monthly/quarterly/half yearly/yearly proportionate share that may be decided towards the maintenance and up-

keeping of said entire Scheme known as “_____” as may be levied for the time by the said Vendor/Society. The Purchaser herein on execution of these presents shall pay to the Vendor his/her/its proportionate share of advance common monthly maintenance charges as decided by the Vendor for the initial period of 24 months and accordingly the Vendor shall itself/through the Service Society maintain the said entire scheme as per the details mentioned in **FOURTH SCHEDULE** hereunder for the initial period of 24 months for which the Vendor shall not be liable to give any accounts in respect thereof. The purchaser has on execution of these presents also agreed to pay for the time being to the said Vendor and transferable at the appropriate time to the said Society a non-refundable lump-sum fixed maintenance deposit amount as decided/ directed by the Vendor/Society and the interest/income derived from the said fixed deposit amount as also from the proportionate similar amounts to be paid by the other Purchasers of the remaining Flats shall also be utilized by the Vendor/Society towards common expenses, maintenance and other expenses to be incurred by the Vendor/Society. Provided that, the Purchaser shall be required to pay any additional amount towards such expenses in future if said interest/income is not sufficient for the purpose. The purchaser hereby agrees and undertakes that the Purchaser shall not sell or transfer, alienate or part with the possession of said property in any manner whatsoever to any one without the prior written permission of the said Society and on payment of such transfer fees and subject to such terms and conditions as may be decided by the Service Society from time to time. Further, in the event of such transfer the same shall be done subject to the new Purchaser being irrevocably bound by all the terms and conditions of this Deed of Conveyance.

The Purchaser hereby agrees that after execution of these presents, if any penalty, premium or any other charges are levied by the competent authority/ _____ or any other authority in respect of any addition or alterations made or to be made in the sanctioned plans, the same shall be borne and paid by Purchaser if the same are concerning the Purchaser and if same are of common nature, by the Purchaser in common with others.

The Purchaser hereby agrees that the entire scheme is and will always be known as “_____” and the said name same shall not be changed in any circumstances whatsoever.

That the Purchaser shall be entitled to get transferred the said property in the name of Purchaser in the Revenue records concerned as also local body or authority and accordingly Vendor will extend all co-operation and shall also sign and execute necessary Application and other writings addressed to the said Authorities.

THE Vendor declares that the Vendor does possess certain title deeds and documents and accordingly the photo copies of the relevant documents have been given to the purchaser and the Purchaser has accepted the same to his/her/its complete satisfaction.

THE VENDOR declare that the said Property has not been covered or declared to be situated within the SCHEDULE/NOTE/LIST of “Disturbed Areas” as mentioned in the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1986 and hence no permission for sale and transfer of the said property is required under the said Act.

All the expenses such as Stamp Duty, Registration Fee, payable in respect of these presents being executed by the Vendor in favour of the Purchaser both present and future shall be borne by the Purchaser alone.

The Purchaser is explained the contents of this conveyance deed in Vernacular language and the Purchaser has understood and accepted the same and has thereafter executed this conveyance deed.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective signature in the manner hereinafter appearing at the place and the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of Freehold Non Agricultural Residential/Commercial Use land bearing _____ bounded as follows:

On the North by:

On the South by:

On the East by :

On the West by :

(Note: check and confirm description and boundaries)

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of _____ sq. mtrs. in the project land along with constructed property being Residential Unit No _____ Apartment No./Office No./Unit No./Showroom No./_____ on _____ Floor admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet) of _____ Block in the

said Scheme known as “_____” constructed on the said project Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein and the said Unit is bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

THE THIRD SCHEDULE ABOVE REFERRED TO
Description of Common Amenities and Facilities to be used by the Residential
Unit Holders
(NOTE: CHECK AND DISCUSS)

Right to use common areas, amenities and facilities provided being Lift, Stair Case/passage leading to Flats, Over head Water Tank, Underground Water Tank with Pump and Electric Motor, Compound Wall, and Drainage, Common Garden, Children’s play area_____

THE FOURTH SCHEDULE ABOVE REFERRED TO
Details of common expenses to be incurred by the Vendor for the initial
period of 24 Months from the fixed monthly maintenance amount received
from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.

VENDOR :

PURCHASER :-

Address of Property :-

Residential Unit No. _____

_____ Floor Block No. _____

“VENUS PAHEL”

Vadodara

VENDOR :

PURCHASER :-

Address of Property :-

Residential Unit No. _____

_____ Floor Block No. _____

“VENUS PAHEL”

Vadodara

SIGNED AND DELIVERED BY
THE WITHINNAMED VENDOR

THROUGH ITS AUTHORISED
PARTNER/SIGNATORY

Mr.

In the presence of:

- 1.
- 2.

SIGNED AND DELIVERED BY THE
WITHINNAMED PURCHASER
SHRI/SMT.

In the presence of :

- 1.
- 2.

ANNEXURE A

MEMO OF CONSIDERATION

<u>Date</u>	<u>Bank</u>	<u>Cheque No.</u>	<u>Amount</u>
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Total Rs.

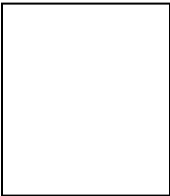
WE SAY RECEIVED

For

Authorized Signatory

SCHEDULE AS PER SECTION 32/A OF THE INDIAN REGISTRATION ACT

VENDOR :-



Shri

Authorised signatory

PURCHASER

