

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

SHIVALIK DEVELOPERS [PAN : A C O F S 6 8 4 5 F] a partnership firm incorporated under the provision of the Indian Partnership Act, having its office at “Kahan”, Nr. Girivar Pride, S.P. Ring Road, Odhav, Ahmedabad represented through its partner **JAY YATINKUMAR PANDYA**, aged 30 years, Religion Hindu, Occupation Business, 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 : _____] age: _____ years, 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 non agricultural land for residential and commercial purpose land bearing Final Plot No.79 admeasuring 4278 square meters., of T. P. S. No. 3 (Odhav) in lieu of Survey No. 249 admeasuring 12343 square meters., situated at Mouje – Odhav, Taluka – Vatva, Registration District Ahmedabad, Sub District Ahmedabad - 7 (Odhav). (hereinafter referred to as the “**Said Land**” and as more particularly set out in **First Schedule** hereunder written)

- B. The District Collector, Ahmedabad, N. A. permission had granted to Final Plot No. 79 admeasuring 4278 sq.mtrs., for residential purpose vide order No. EST/N.A./T.Bi.Khe/Tatkal/K-65/SR-241/2013 dated 06.08.2013 and entry to that effect in revenue record by mutation entry no. 7511 dated 12.08.2013, which is certified on 29.10.2013.

Further, the N. A. permission order was revised by Collector, Ahmedabad for commercial purpose to Final Plot No. 79 admeasuring 2050 sq.mtrs. out of 4278 sq.mtrs., vide order No. N.A./U-2/Section-65-A/Odhav/Case No.133/2014 dated 19.08.2014. and entry to that effect in revenue record by mutation entry no. 7791 dated 21.8.2014, and said entry is certified on 15.10.2014. (hereinafter referred to as the **"NA Permission"**) in accordance with the terms and conditions set out therein.

- C. By virtue of a Deed of Conveyance dated registered sale deed which is registered with Sub Registrar Ahmedabad - 7 (Odhav) registered under Serial No. 2740/2015 dated 04.04.2015 and entry to that effect in revenue record of right vide mutation entry no. 7911 dated 07.04.2015, and said entry is certified on 23.06.2015.
- D. The Owner-Developer has promoted a residential cum commercial project known as **"KAHAN"** to be developed on the Said Land comprising of Three Blocks being Block Nos. A, B and C.(Block-A for commercial and Block- B and C for Residential) total 7 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"**
- E. The Ahmedabad Municipal Corporation (**"AMC"**) has approved the proposed development plans of the said land for Project to making construction for residential cum commercial purpose on the aforesaid Land are sanctioned by Ahmedabad Municipal Corporation by issuing below stated Cases & Rajachitthi on 18.10.2014.(hereinafter referred to as the **"Approved Plans"**) and the permission to commence the construction of the said Project on the said Land was given by the

AMC **Block No. A** CASE No. BLNTI/EZ/040914/GDR/A2734/R0/M1
RAJA CHITTHI No. 02488/040914/A2734/R0/M1 **Block No. B** CASE
No. BLNTS/EZ/040914/GDR/A2735/R0/M1 RAJA CHITTHI No. 02489/
040914/A2735/R0/M1 **Block No. C** CASE No. BLNTS/EZ/040914/
GDR/A2736/R0/M1 RAJA CHITTHI No. 02490/040914/A2736/R0/M1.
(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)
- F. 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.
- G. 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.

H. 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.

I. 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-___ (___i) 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.

J. 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 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;

K. 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.

- L. 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-A**)
- M. 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. (copy of the relevant floor plan is annexed herewith at **Annexure-B**)
- N. 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-C**)
- O. 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. 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 the Said Land along with rights to use the common amenities and facilities in the said Project known as ' **KAHAN** ' 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.

2. 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.

3. The Allottee covenants that a service society to be known as the “ **KAHAN 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 “ KAHAN Co-operative Housing Service Society Ltd.” 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.
4. 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 as set out in the agreement to sell / booking letter / allotment letter 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 ABOVE REFERRED TO
(SAID LAND)

All that totally non agricultural land for residential and commercial purpose bearing Final No. 79 admeasuring 4278 square meters, of T. P. S. No. 3 (Odhav) in lieu of Survey No. 249 admeasuring 12343 square meters, situated at Mouje – Odhav, Taluka – Vatva, in the Registration District of Ahmedabad and Sub District of Ahmedabad - 7 (Odhav).

On or towards East : - T. P. ROAD

On or towards West : - F. P. NO. 81

On or towards North: - F. P. NO. 78

On or towards South: - F. P. NO. 80

SECOND SCHEDULE ABOVE REFERRED TO

Internal Access, Common underground water tank with pressure pump, Common Plots with plantation and garden, One main gates with security cabin, Internal Drainage lines, Bore well, Street Lights, Percolating Well, Plantation, CCTV Cameras for common area surveillance, security cabin.

THIRD SCHEDULE ABOVE REFERRED TO
(SAID PROPERTY)

All that property being Flat No._____ having carpet area of square meters (approximately) on_____ Floor of said scheme “KAHAN” together with undivided share in the land admeasuring_____ square meters out of bearing Final No. 79 admeasuring 4278 square meters, of T. P. S. No. 3 (Odhav) in lieu of Survey No. 249 admeasuring 12343 square meters, situated at Mouje – Odhav, Taluka – Vatva, in the Registration District of Ahmedabad and Sub District of Ahmedabad-7 (Odhav). also together with the undivided rights in common amenities and facilities provided in the said scheme “KAHAN” 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 TH)
WITHIN NAMED - PROMOTER/ VENDOR)
SHIVALIK DEVELOPERS,)
a registered Partnership firm,)
through its authorized Partner)
JAY YATINKUMAR PANDYA) _____

IN THE PRESENCE OF WITNESSES:

1. _____
Name :

2. _____
Name :

RECEIPT

Received by the Owner-Developer an amount of an aggregated Sale Consideration of Rs._____ (Rupees _____Only) after deducting the applicable Tax Deducted at Source under the provisions of the Income Tax Act, 1961 from the Allottee and the details whereof is set out herein under:-

Amount (Rs.)	Reference No.	Date	Bank & Branch
	Tax Deducted at Source		
	Rupees		Only

I SAY RECEIVED

PHOTOGRAPH OF THE SAID PROPERTY

OWNER-DEVELOPER :-

ALLOTTEE:-

PHOTOGRAPH OF THE SAID PROPERTY

OWNER-DEVELOPER :-

ALLOTTEE:-

Annexure-A

Copy of RERA Registration Certificate of the Project

Annexure-B

floor plan of the Said Flat

Annexure-C

Copy of Occupancy Certificate / Building Use Permission

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

OWNER - DEVELOPER



SHIVALIK DEVELOPERS,
a registered Partnership firm,
through its authorized Partner
JAY YATINKUMAR PANDYA

ALLOTTEE


