

DEED OF CONVEYANCE

(Rs. _____/-)

This INDENTURE made at Ahmedabad this _____ day of _____, 2019 by & between **M/S. UMA BUILDCON** Having **PAN no. AAFFU9144E**, a PARTNERSHIP FIRM Registered under Partner **MR.NAVINCHANDRA BHOGILAL PATEL**, (Having **PAN no.ABBPP5573F** & **Adhaar No.9605 7046 4268**) adult, **Hindu** by religion, having address at:- **30 RACHANA SOCIETY.NR JODHPUR CROSS ROAD,SATELLITE AHMEDABAD 380015** hereinafter called "**THE OWNER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives, administrators, successors and assigns) of the **ONE PART**;

AND

MR._____, (Having **PAN No.**_____ & **Adhaar Card No.**_____) adult, Hindu by religion, having an address at _____, hereinafter called "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner, (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Corporation) its successors and assigns) of the **OTHER PART**;

WHEREAS the Vendor company is seized and possessed of or otherwise well and sufficiently entitled to an immoveable property, being and parcel of Non Agricultural Land situated, lying and being at Revenue Village **SHILAJ** (sim), Taluka **GHATLODIYA** in the Registration District Ahmedabad and Sub District **Ahmedabad**, bearing **Final Plot No.77** admeasuring **1710 Sq. Mtrs.**, given, under **Town Planning Scheme no.405(SHILAJ-AMBALI)** in lieu of revenue **Survey nos./Block Nos. 687/B & 687/D** of Village **SHILAJ** which is more particularly described in the Schedule "A" hereunder written (Hereinafter referred to as the "**SAID ENTIRE PROPERTY**").

AND WHEREAS earlier the **Final Plot No.77** admeasuring **1710 Sq. Mtrs.**, given, under **Town Planning Scheme no.405(SHILAJ-AMBALI)** in lieu of revenue **Survey nos./Block Nos. 687/B & 687/D** of Village **SHILAJ** belonged to Excel Infraspac LLP Patners Manoj Rohitbhai Patel and the said land was purchased by **UMA BUILDCON** on 20/04/2019 by registered sale deed no.5125 from the above land owners. The name of the Vendor of this agreement were mutated in the revenue record as owner-occupants of the said land under mutation entry no.**14077** dated **08-06-19** which has been duly certified by **Dy.Mamlatdar of GHATLODIYA**

AND WHEREAS, the Vendor firm as the owner of the said non agricultural land is developing a scheme in the name of **"SUNDRAM NEST"**, of residential units of self-contained apartments in high rise tower with facilities and other common amenities, and services;

AND WHEREAS the plans for construction of 1 high rise tower of on land admeasuring 1710 Sq. Mtrs. of Final Plot No.77 has been duly sanctioned by the said local competent authority viz Ahmedabad municipal corporation Authority and under its development permission No. **No. 01363/030118/A0349/R1/M1 & 01364/030118/A0350/R1/M1**

AND WHEREAS, the Vendor is on the lands described in the Schedule "A" hereunder written, constructed apartment buildings on said immovable property owned by him viz 1 high rise tower named "**SUNDRAM NEST**" comprising in exclusive 3 bed rooms residential apartments, with common facilities and parking space, on the said lands.

AND WHEREAS the Vendor has organized, registered and established "_____ Co. Operative Housing Service Society Ltd.", by Registration no. _____ dated _____ under the provisions of the Gujarat Co-Op-Society Act for the purposes of management, maintenance and improvement if need be, of the common areas, common facilities and services such as garden, parking spaces, water-electricity, supply, lifts, and other installations for common supply and uses, by the owners/occupants of the apartment in

the **"SUNDRAM NEST"**;

AND WHEREAS the ownership of any apartment is made joint and co-extensive with the acquisition of the membership of the said society and the purchaser of each apartment in the scheme **"SUNDRAM NEST"** acquires the ownership of the apartment subject to he/she/it/they enrolling himself/herself/itself/themselves a member in the said society and thereby abide to the rules, regulations, resolutions made time to time, in the matter of management, maintenance including the rules and resolutions, of the Managing Committee and/or General committee of the society, fixing monthly/yearly/periodical maintenance charges, transfer fees in case of transfer of ownership rights by any of the owners, subsequent to his/her/its acquiring ownership.

AND WHEREAS the Purchaser desired to acquire one unit in the scheme known as **"SUNDRAM NEST"** being **Flat No.** _____ on the _____ **Floor** and had shown his willingness to purchase the said **Flat No.** _____ together with exclusive specified car parking and all undivided interest in the common passages, stair and services provided under the scheme together with proportionate undivided ownership interest admeasuring _____ **Sq. Mtrs.** in the land bearing Final Plot nos.77 upon which the **"SUNDRAM NEST"** has been constructed; and has also agreed to become member-shareholder of the _____ Co.Op.Housing Service Soc. Ltd. formed for the maintenance of the said scheme.

AND WHEREAS the Purchaser has also perused the plans and specifications for construction of the flat/unit and has satisfied himself that the same are in accordance with the GDCR in force at present, and has also ascertained that the construction under the scheme including the said premises is complete in all respects and building use permission has been granted by Ahmedabad Municipal Corporation Authority on _____ by order no. _____ and the construction made in the **"SUNDRAM NEST"** scheme is fully in accordance with the building regulations applicable;

AND WHEREAS the, Purchaser has/have read and gone through the certificate supplied by the vendor regarding its titles to the lands on which **"SUNDRAM NEST"** building scheme is constructed and having fully satisfied with the same has/have agreed to acquire the flat,

thereafter only;

AND WHEREAS the Purchaser has entered into an Agreement for sale to purchase of the said flat, with the Vendor on_____ which was registered with the sub registrar of AHMEDABAD vide serial no._____ as required under the provisions of the Real Estate (Regulation and Development) Act, 2016, as per the statutory format prescribed under the Gujarat Real Estate (Regulatory and Development) (General) Rules, 2017;

AND WHEREAS on complying with each and every term and condition of the said registered agreement for sale, to the utmost satisfaction of the Purchaser and discharging all his legal, statutory obligations, the Vendor has completed the scheme of **"SUNDRAM NEST"** and fully constructed the **Flat No.**_____ on_____ **floor**, agreed to be sold to the Purchaser;

AND WHEREAS the Vendor has received on_____ the Building Use Permission for the said completed scheme of **"SUNDRAM NEST"** from local authority AMC under its letter no._____;

AND WHEREAS the Purchaser has paid the said sum of **Rs.**_____/-(**Rupees** _____ **Only**) towards land and construction costs of the Flat-Premises to the Vendor and has satisfied himself/herself with respect to the work done and the titles of the Vendor to the same and now requested the Vendor to execute in his/her favour, a Deed of Conveyance of the said premises more particularly described in the Schedule hereunder written, which the Vendor has agreed to do in the manner hereinafter appearing;

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT in pursuance of the agreement and in consideration a total sum of **Rs.**_____/-(**Rupees** _____ **Only**) paid by the Purchaser to Vendor as follows:-

Amount	Ch.No	Date	Bank	Branch

(the receipt of which sum of money the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Purchaser forever).

[1] The purchaser declares that he/she/it has received actual physical vacant and peaceful possession of the said premises duly completed in all respects and in good, proper and complete condition with fixtures, fittings, as per the specifications given by the Vendor and the electrical wiring, electricity and water supply, drainage and common facilities, as per the lay out plans, relevant permissions, construction plans, designs and detailed drawings and specifications approved and accepted by the purchaser of the said premises and scheme in general. The purchaser herein declares that he/she/it has satisfied himself/ herself/ itself that the construction in the scheme is as per the prevalent GDCR applicable.

[2] The purchaser declares that it/he/she has personally verified the legality and quality of the construction and the material used and also verified personally that the fittings and fixtures supplied and he/she/it has no complaint or grievance nor has any doubt of any nature whatsoever for the quality of the construction and the materials used therein and for plans, designs, detailed drawings and agreed specifications. It is hereby clarified that any deviation in construction of the said premises from the sanctioned plans and specifications are at the instance and/or with the consent of the purchaser, as per his/her need or special

requirement, And each member such in the scheme shall be liable or responsible for the same.

The purchaser is fully satisfied with regard to the plumbing, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, glass, tiles and other items in the said premises and acknowledged in writing to that effect to Vendor of the same. The Purchaser shall not at any time thereafter raise any dispute objection or contention whatsoever in that behalf. If within a period of 5 (five) years from the date of the Vendor handing over the possession of the flat to the purchaser, brings to the notice of the Promoter any constructional or structural defect/s in the flat and/or the Car-parking Space or the material used thereon (wear and tear, loss or damage due to acts of God and misuse, always excepted), wherever possible, such defects unless caused by, or attributable to, wear and tear, acts of God or misuse shall be rectified/repared by the Vendor at its own costs; provided that if it is not possible to rectify/repair such defects, then the Purchaser shall be entitled to receive from the Vendor reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Vendor.

The Vendor agrees and understands that all balance FSI (floor space index) whether surplus, future or available by purchase from the authority, floating, transferable or any FSI available in respect of the project land and the project shall belong to and will be of the ownership of the purchaser under this agreement in proportion to his/her undivided share in the said scheme. It is therefore affirmed that the Vendor shall not have any claim on FSI, additional FSI and terrace rights after Building Use Permission has been obtained as such rights if any will be owned by the "Association of Allotee".

[3] All the amounts required to be paid by the purchaser have been duly paid and no amount has remained outstanding. There is no account or amount outstanding to be paid, settled and/or adjusted by and between the parties hereto, except the regular payment to be made as per the rules and regulations of the service society for and towards the management and administration of affairs of the service society or for such other purpose as may be fixed by the society from time to time.

[4] The Vendor doth hereby sell, grant, transfer, convey, assign and assure unto the

Purchaser the said built-up premises being **Flat No** _____ on _____ **Floor** in the **Tower "** _____ **"** in the scheme known as "**SUNDRAM NEST**" including proportionate share in the constructed common areas, passages, amenities and facilities together with proportionate undivided ownership rights, titles and interest of _____ **Sq. Mtrs.** in the land bearing **Final Plot nos.77 allotted in lieu of Block nos.687/B & 687/D in Town Planning Scheme no.405 of SHILAJ-AMBLI, situated at Moujhe Village SHILAJ, Taluka GHATLODIYA,** District Ahmedabad, Registration Sub District Ahmedabad, more particularly described in the schedule hereunder written **TOGETHER WITH** all court yard, sewers, drains, fences, trees, plants, paths, passages, water courses, easements advantages, and other rights and appurtenances thereto now or at any time heretofore usually held, used occupied or enjoyed or reputed or known as part or members thereof AND ALSO all estate, right, titles, interest, use, inheritance, property, possession, benefits, claim and demand whatsoever both at law and equity of the Vendor into out of or upon the said premises, TO HAVE AND TO HOLD the said land hereditaments and premises and all and singular and other premises hereto granted, conveyed, transferred and assured or intended so to be with it and every of its rights, co-owner-member and appurtenances unto and to the use of the Purchaser forever absolutely free from all encumbrance and claims **SUBJECT TO** rules and regulations of _____ Co. Operative Housing Service Society Ltd., which is formed, **for better** administration and maintenance of the scheme of "**SUNDRAM NEST**" AND SUBJECT to the resolutions, decisions time to time, of the Managing Committee and for the general committee of the society, in respect to payment of maintenance charges and the increase-decrease thereof, and the transfer fees and other charges payable in case of subsequent transfer after acquiring the apartment from the vendor, AND SUBJECT also to payment of taxes, duties, assessment, charges and other outgoings which may hereafter become payable in respect to the said land, hereditaments premises to the Government, Local Authority, AMC or other Public Body or authority as well as contributions or other moneys becoming payable for maintenance and administration of common acres, amenities and facilities in the scheme, to _____ Co.-Op. Housing Service Society Ltd, of scheme members-occupants AND the Vendor doth hereby for itself and its successors and assigns covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by him or by any person or persons, lawfully and equitably claiming by from, through, under

or in trust for it, made, done committed or omitted or knowingly or willingly suffered to the contrary and the Vendor has in itself good right and full authority to grant, convey, transfer, release or assure the said premises, hereditaments and premises hereby granted, conveyed, released or assured or intended so to be unto and to the use of the Purchaser in the manner aforesaid **AND THAT THE PURCHASER SHALL** and may at all times hereafter, peaceably and quietly enter upon have, occupy, possess and enjoy the said land and receive the rents, issues and profits, thereof and of every part thereof to and for his own use and benefit without any suit, eviction or interruption, claim or demand whatsoever from or by the Vendor or any persons claiming whether lawfully or equitably or to claim by from, under or in trust from it and freely and clearly and absolutely acquitted exonerated and forever discharged or defended and kept harmless, indemnified, of from and against all former and other estates, titles, charges and encumbrances whatsoever made, executed, occasioned or suffered by the Vendor or by person or persons lawfully or equitably claiming or to claim by, from under or in trust for it AND further that the Vendor and all persons having or claiming any estate, right, title and interest in the said premises hereby transferred by, from under or in trust for the Vendor or its successor and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful acts, deeds and things in the law whatsoever for the better and more perfectly and absolutely granting the said land, hereditaments and premises unto and to the use of the Purchaser in the manner aforesaid as by the Purchaser, his successors or assigns or counsel-in-law shall be reasonably advised or required AND the Vendor doth hereby covenant with the Purchaser that the Vendor has not done, omitted or knowingly or willingly suffered or being party or privy to any act, deed or thing whereby he is prevented from transferring, assigning and assuring his right, title and interest in the said land, and premises to the Purchaser in the manner aforesaid or whereby the same or any part thereof are/is/can or may be charged encumbered or prejudicially affected in estate, right, or otherwise howsoever.

[5] The property sold or conveyed herein does not fall within the area designated as "Disturbed Area" under the Gujarat Prohibition of Transfer of Immovable Property and

Provisions for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1991 and therefore no permission for its transfer is required to be obtained.

[6] The service society has given membership to the purchaser and allotted 5 shares each of Rs.50 to the purchaser in his names under share certificate no. _____ dated _____. As per the agreement the amount of maintenance deposit **Rs._____/-** (**Rupees _____only**) received from the purchaser, has been duly deposited to the _____Co.Op.Housing Service Soc. Ltd and both parties further agreed that all kind of occupancy rights of the maintenance for the common areas of the said scheme will be transferred in the name of the said service society by executing registered deed of assignment between the vendor and the service society.

[7] The purchaser shall hold the ownership rights of the property with and subject to his rights and obligations as member of the service society and the same shall stand inseparable, co-existing and be transferable jointly only.

[8] If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

[9] Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

[10] All expenses of and incidental to this conveyance such as Stamp Duty, Registration Fees and other miscellaneous expenses have been borne by the Purchaser.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals hereunto the day and year first hereinabove written.

SCHEDULE-"A"

All that non-agricultural land bearing Final Plot No.77 admeasuring 1710 Sq. Mtrs. given in lieu of revenue Survey Nos./Block Nos.687/B & 687/D in the Draft T.P. Scheme no.405 SHILAJ-AMBLI of AHMEDABAD, Situated at Mojhe SHILAJ, Taluka GHATLODIYA, District Ahmedabad, Registration Sub District Ahmedabad and bounded as under :-

**Final Plot Nos.77
(admeasuring 1710 Sq. Mtrs.)**

East : 12 MTR TP ROAD

West : BLOCK NO 687/C F P NO 78

North : BLOK NO 678 F P NO 71

South : 12 MTR TP ROAD

**SCHEDULE-"B"
(PROPERTY UNDER SALE)**

All that immovable property of **Flat No. _____** on the **____ Floor** admeasuring **_____ Sq. Mtrs. (carpet means net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment)** area of construction in the scheme known as **"SUNDRAM NEST"** with all proportionate rights of common areas and facilities as owner and member share holder of _____ Co.Operative Housing Service Soc. Ltd. formed for maintenance of the property of **"SUNDRAM NEST"** with proportionate undivided, ownership rights, title and interest of _____ **Sq. mtrs.** in the land bearing **Final Plot No 77** of **T.P.Scheme no.405** of **SHILAJ-AMBLI** allotted in lieu of **Survey no./Block no.687/B & 687/D** situated at Mouje **SHILAJ**, Taluka **GHATLODIYA**, District Ahmedabad and Registration Sub-District Ahmedabad upon which **"SUNDRAM NEST"** has been constructed. The Flat no. _____ is bounded as follow:-

East :

West :

North :

South :

Postal Address:- Flat no. _____, "SUNDRAM NEST", SHILAJ, Ahmedabad.

M/S.UMA BUILDCON
 through its authorised PARTNER
MR.NAVINCHANDRA BHOGILAL PATEL
30 RACHANA SOCIETY.NR JODHPUR CROSS ROAD,SATELLITE AHMEDABAD
380015

MR._____
[Purchaser-1]

MRS._____
[Purchaser-2]

Postal Address:- Flat no. _____, "SHLOK AVENUE", CHANDKHEDA, Ahmedabad.

M/S.UMA BUILDCON
 through its authorised PARTNER
MR.NAVINCHANDRA BHOGILAL PATEL
30 RACHANA SOCIETY.NR JODHPUR CROSS ROAD,SATELLITE AHMEDABAD
380015

[Vendor]

MR._____
[Purchaser-1]

MRS._____
[Purchaser-2]

Signed, Sealed and Delivered
by the within named
"Vendor"

M/S.UMA BUILDCON
 through its authorised PARTNER
MR.NAVINCHANDRA BHOGILAL PATEL
30 RACHANA SOCIETY.NR JODHPUR CROSS ROAD,SATELLITE AHMEDABAD
380015

 in the presence of

1. _____

2. _____

The Schedule Under Section 32(A) of Registration Act

M/S.UMA BUILDCON
through its authorised PARTNER
MR.NAVINCHANDRA BHOGILAL PATEL
30 RACHANA SOCIETY.NR JODHPUR CROSS ROAD,SATELLITE AHMEDABAD
380015

MR._____
[Purchaser-1]

MRS._____
[Purchaser-2]