

DRAFT
DEED OF CONVEYANCE

THIS INDENTURE is made at Ahmedabad this ____ day of
_____, 2017 between:

M/S. PYRAMID INFRASTRUCTURES, a partnership firm having its office and place of business situate at 18/2, Lalita Apartments, Shreemali Society, Navrangpura, Ahmedabad PAN CARD NO. AATFP7723Q hereinafter referred to as "the Promoter/the Vendor" (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include the said firm and its partners from time to time and each of them and their respective heirs, executors, administrators and assigns) of the One Part and SHRI/ SMT. _____, aged about ____ years, Occupation Service/ Business / Self Employed having address at _____, Ahmedabad PAN CARD NO. _____ hereinafter referred to as "the Allottee/the Purchaser" ((which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include **his/her/ their respective** heirs, executors, administrators and assigns) of the Other Part.

1. WHEREAS the Vendor is absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of freehold non-agricultural land situate lying and being at Ambawadi, Ahmedabad forming part of Mouje Paldi of Sabarmati Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad -4 (Paldi) and bearing Final Plot No. 502 of Town Planning Scheme N0.21 admeasuring 484 Sq. Mtrs., or thereabouts (hereinafter referred to as "the said project land") more particularly described in the **FIRST SCHEDULE** hereunder written free from any charge or encumbrances and also free from reasonable doubts.

2. AND WHEREAS the Vendor had got the plans for residential cum commercial scheme on the said land duly passed through Ahmedabad Municipal Corporation vide its Rajja Chitti No.9533/310817/A9040/RO/M1 dated 13/10/2017 for construction on the Ground Floor for parking and commercial shops and Residential construction from First First Floor to Seventh Floor and Stair Cabin and Lift Room above the Seventh Floor and the Purchaser has seen, verified and has fully satisfied himself/ herself/ themselves about the title of the said project land and the Purchaser has also seen, verified and has fully satisfied himself/ herself/ themselves about the quality of construction and the nature of construction of the scheme and the Purchaser has accepted the same unconditionally.

3. AND WHEREAS the Vendor pursuant to the approved plans has completed the construction and development of the scheme known as "SHREYASH -2" on the said project land and Ahmedabad Municipal Corporation has also issued Building Commencement Certificate dated / / .

4. AND WHEREAS the Purchaser having understood the said scheme and having agreed to abide by the rules and regulations of the scheme had decided to purchase and acquire from the Vendor all that Sq. Mtrs., of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at SHREYASH – 2, Ambawadi, Ahmedabad forming part of Mouje Paldi of Sabarmati Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad -4 (Paldi) and bearing Final Plot No.502 of Town Planning Scheme N0.21 admeasuring 484 Sq. Mtrs., or thereabouts togetherwith Flat No. admeasuring Sq. Mtrs., (Carpet Area), Balcony admeasuring Sq. Mtrs., (Carpet Area), Wash Area admeasuring Sq. Mtrs., (Carpet Area) situated on the

Floor standing thereon (hereinafter referred to as "the said property") more particularly described in the Schedule hereunder written free from any charge or encumbrances and also free from reasonable doubts at or for a price or consideration of **Rs. _____/- (Rupees _____ only)** under and by virtue of Agreement for Sale dated **__/__/__** made between the Vendor and the Purchaser and duly registered with the Sub-Registrar, Ahmedabad -4 (Paldi) under Serial No. _____.

5. AND WHEREAS the Vendor has informed the Purchaser that the Vendor has already received Building Use Permission from Ahmedabad Municipal Corporation and thereby the Purchaser has requested the Vendor to execute a Deed of Conveyance in his/her/their favor in respect of the said property, which the Vendor has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH:

1. In pursuance of the said Agreement and in consideration of the sum of **Rs. _____/- (Rupees _____ only)** paid by the Purchaser to the Vendor towards full consideration on or before the execution of these presents (the payment and receipt whereof the Vendor doth hereby admit and acknowledge of and from the same and every part thereof doth for ever acquit, release and discharge unto the Purchaser), the Vendor doth hereby grant, transfer, assign, release, convey and assure unto the Purchaser for ever all that _____ **Sq. Mtrs.**, of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at **SHREYASH - 2**, Ambawadi, Ahmedabad forming part of Mouje Paldi of Sabarmati Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad -4 (Paldi) and bearing Final Plot No.502 of Town Planning Scheme N0.21 admeasuring

484 Sq. Mtrs., or thereabouts togetherwith Flat No. _____ admeasuring _____ Sq. Mtrs., (Carpet Area), Balcony admeasuring _____ Sq. Mtrs., (Carpet Area), Wash Area admeasuring _____ Sq. Mtrs., (Carpet Area) situated on the _____ Floor standing thereon more particularly described in the Schedule hereunder written together with all and singular the courts, yards, areas, ways, wells, compounds, paths, passages, water courses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, member and appurtenances whatsoever to that piece or parcel of land or ground belonging to or anywise appertaining to or with the same or any part thereof now or at any time hereto before usually held, occupied or enjoyed therewith or reputed or known as part parcel or member thereof or belong to or be appurtenant thereto AND ALSO TOGETHERWITH all the deeds, documents, writings and other evidences of right, title relating to that piece or parcel of land hereditaments and premises or any part thereof AND ALL the estate, right, title, interest, use, inheritance, profits, benefit, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said property or any part thereof AND TO HAVE AND TO HOLD all that piece or parcel of land hereditaments and premises or any part thereof hereby granted, released and assured or intended so to be with its and every of its rights, title and appurtenances UNTO AND TO THE USE and benefit of the Purchasers for ever SUBJECT to all rents, rates, taxes, assessments, dues and duties chargeable upon the same or which may from the date of these presents become payable in respect thereof to the State of Gujarat or Ahmedabad Municipal Corporation or any local body or bodies.

II. AND the Vendor doth for itself and its partners from time to time and each of them and their respective heirs, executors, administrators and assigns covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever done by it, the Vendor or by any of them or by

any person or persons lawfully or equitably claiming by from through under or in trust for the Vendor, made, done, committed or omitted knowingly or willingly suffered to the contrary, the Vendor now hath for itself good right, full power and absolute authority to grant, convey, release, assign and assure all that piece or parcel of land or ground hereditaments and premises hereby granted, conveyed, released and assured or intended so to be with its and every of its right, title and appurtenances UNTO AND TO THE USE and benefit of the Purchaser in the manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly enter upon, have occupy, possess and enjoy the said land, hereditaments, premises and the said property, receive the rents, issues, profits and benefits thereof and of every part thereof to and for his/her/their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by it, the Vendor or by any person or persons lawfully or equitably claiming or to claim by from through under or in trust for them or any of them AND that free and clear and freely, clearly and absolutely acquitted, exonerated and for ever discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified of from and against all encumbrances whatsoever had executed occasioned or suffered by the Vendor or any of them or any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them and/or any of them AND FURTHER that the Vendor and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the Vendor 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 or execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, matters, things, evidences and assurances in the law whatsoever for the better and more

perfectly and absolutely granting, releasing and assuring the said land, hereditaments and premises and every part thereof UNTO AND TO THE USE of the Purchaser in the manner aforesaid by the Purchaser, his/her/their heirs, executors, administrators, successors and assigns as shall be reasonably required.

III. The Purchaser declares having verified the title to the said property and the scheme, quality and nature of construction of the said property and the scheme and its specifications and admeasurements through professionals and being satisfied with the same hereby has taken over the peaceful, actual, physical and vacant possession of the said property in the presence of two witnesses from the Vendor and further declares and confirms that since only after being satisfied regarding the title to the said property and the quality and nature of construction, the admeasurements of the said property, has the Purchaser requested the Vendor to execute and register these presents and to hand over the peaceful, actual, physical and vacant possession of the said property and therefore the Purchaser hereby agrees and undertake to never raise any dispute in regard to the same against the Vendor and the Purchaser further declares that the Purchasers has taken over the actual, physical and peaceful possession of the said property from the Vendor in the presence of two witnesses.

IV. The Purchaser agrees and undertakes to abide with the following terms and conditions of the scheme.

- i) The Purchasers shall have to contribute over and above the purchase consideration, amount towards Building Maintenance charges and interest free maintenance deposit to the Vendor and/or Service Society that will be formed by the Vendor for the common maintenance and amenities and facilities of the residential scheme and the Purchasers shall also have to contribute to such other and future accidental expenses and towards the maintenance of the residential scheme to be

incurred for the maintenance of the said scheme without any dispute or delay to the Vendor and/or the maintenance Society as and when called upon to do so. The Vendor shall maintain the said scheme for the period of __ (____) year from the date of obtaining of Building Use Permission from the amount of maintenance that has been collected from the members of the scheme.

- ii) The Purchaser shall be liable to separately pay GST, Service Tax (if applicable), VAT (if applicable) and all other State Government or Central Government taxes, levies, dues and duties that may be made applicable to the said scheme or to the said transaction of the said property. It is further agreed by the Vendor that the total price/consideration amount paid under this Deed for the purchase of the said property do not include the Torrent Power Limited charges, Ahmedabad Municipal Corporation charges, Legal charges and/or any others expenses/charges whatsoever and shall be payable over and above the purchase consideration by the Purchaser to the Vendor.
- iii) The Purchaser shall never change the name of the scheme which scheme shall forever be known "SHREYASH -2".
- iv) The Purchaser shall have to compulsorily use the said property for residential use only and shall never use the said property for any other purpose or for running any hotel, service apartment, lodging, boarding, or for any other commercial purpose other than residential use;
- v) The Purchaser further declares that it shall never make any change in the outer elevation of the scheme and its outer color/paints and shall also not remove or change any internal or external walls or pillars, doors, windows or make any change in the internal or outer structure of the property and/or scheme however the maintenance of the said property shall be done by the Purchaser at its own costs and expenses.
- vi) That Purchaser further declare that they shall never make any division or partition of the said property and shall also never puncture, alter, modify, break, damage or remove any internal walls without the consent of the Vendor however the Purchaser shall never have any right to puncture, alter, modify, break, damage or remove any outer walls;

- vii) That Purchaser shall keep the said property, its walls, the common passage, common open space, the common Parking and Lifts in net, clean and hygienic condition and the Purchaser shall never use the said property or the common passage, common open space, common parking, lifts or the area in front of the said property in such a way so as to create any nuisance to the neighbors or the other members of the said scheme and shall also not encroach of place any thing or material outside the said flat or in the common common passage, common open space, common parking.
- viii) The Purchaser hereby agrees and undertake to use the said premises, common passages and common space, parking space, lifts of the said Scheme with due diligence and shall not keep any things or articles in the common passage/ corridor or throw anything outside in common space or in the common passage whereby it creates a nuisance or dirt and thereby inconvenience to the other members of the scheme.
- ix) The Purchaser shall use the said property and the common amenities and facilities of the scheme with due diligence and shall also maintain the water connection, gutter connection, electric connection and other connection in the said property and the Purchaser shall have to always keep the said property fully insured at their own expenses and also the said scheme fully insured at the common expenses of all the members of the scheme;
- x) The Purchaser shall compulsorily abide itself with the rules, regulations of the scheme and also by the resolutions of the Service Society;
- xi) The Purchasers shall not raise any dispute regarding the Vendor's exclusive right to use, ownership and right to transfer the present and future FSI and also the Vendor's exclusive ownership and right to use or transfer or license or deal with the open terrace of the said scheme for any purpose with any person at such cost as the Vendor may deem fit and proper and the Purchasers shall never raise any claim or dispute in regard to the same or in regard to any future construction or use of the same by the Vendor on the terrace using the additional present and future FSI as per the approved plan duly passed by the concerned authority and the Vendor shall be entitled to construct on the terrace using the additional present and future FSI by passing of the plans for the same and for the same, the

Purchasers shall never have any right to object and for passing of such plans, the Vendor shall be competent to sign such plans wherein no sign of Purchasers shall be necessary or required;

- xii) The Purchaser further declares that they have verified the specification of the said property and the scheme as were detailed by the Vendor and the quality of materials used for construction in the scheme and the specifications of materials used in the construction and being satisfied with the same has purchased the said property in their name from the Vendor. The Purchaser further declares that the Vendor has shown them and the Vendor has made to understood rules, regulations, bylaws of the Scheme and the Service Society and the Purchaser being satisfied with the same, confirm the same and declares that they shall have no dispute regarding the same.
- xiii) The Purchaser further confirms that all the rights are reserved by the Vendor for any change in the scheme and further confirms that it shall be binding to the Purchaser.
- xiv) The Purchasers further declare that they shall never claim any exclusive or ownership right over any of the open terrace of the scheme and further confirm that the Vendor shall have exclusive authority, right, power and discretion as the owner to give exclusive usage right of open terrace to any person at such rate and at such costs as the Vendor may deem fit and proper and the Vendor is fully entitled to even give the entire terrace for common use of all the members of the scheme;
- xv) The Purchaser further agrees and undertakes to pay all taxes, cesses, dues and duties chargeable in respect of the said property on and from the date of this Deed of Conveyance without any delay.
- xvi) The Purchaser further declares that they shall always co-operate and allow persons of the Vendor and/or the maintenance Society to work in the scheme for the maintenance and upkeep meant of the common passage, common water connections, drainage and electrification.
- xvii) The Purchaser shall have to park their vehicles in the common parking space of the Scheme;
- xviii) The Purchaser hereby agrees and undertakes to compulsorily pay all the charges regarding enrollment of the Purchasers by the Vendor as the member to the Service Society and the

Purchasers further agrees and undertakes to adhere to the rules, regulations, norms and resolutions passed by the Service Society and if in case, the Purchaser fails to pay the maintenance charge to the Service Society in time, the Service Society shall have the right to recover the unpaid maintenance charges from the Purchaser with penalty and interest and shall also have the right to stop the supply of water to the said property and usage of common amenities and facilities;

- xxix) The Purchaser shall not store any dangerous materials or explosives in the said property.
- xx) The Purchaser shall never do any illegal activity in the said property.
- xxi) The Purchaser hereby agrees and undertakes that the Vendor has complied them with all the documentary evidence in regard to the title of the said land, the scheme and the said property and only after having satisfied with the same through their professionals has purchased the said property from the Vendor;
- xxii) The Purchaser further declares that the Vendor shall not be liable or responsible for all and every act, deed, matter and thing in respect of this sale transaction and for the said scheme and the Purchaser further agrees and undertakes to indemnify and keep the Vendor indemnified against all losses, damages, suits, claims and demands that the Vendor may suffer pay or incur owing to any act deed matter or thing done by the Purchaser;
- xxiii) The Purchaser further declares that the Vendor is fully entitled to and is authorized as the exclusive owner to sell or dispose off any other property or premises within the said scheme at such rate and at such terms as the Vendor may deem fit and property and the same shall be binding upon the Purchaser and the Purchaser shall not have any right to object or dispute or challenge the same;
- xxiv) Any dispute between the parties hereto, shall be referred to an Arbitrator who shall be appointed by the Vendor and the decision of the Arbitrator shall be binding to the parties hereto and thereafter if any of the party is not satisfied with the award of the Arbitrator then and in that case the matter will be referred to the authority appointed under the RERA Act.

9. The Vendor hereby states that the Purchaser have purchased the said property under these presents and therefore the Purchaser are hereby authorized and entitled as the owner to use, occupy, enjoy, sale, mortgage, transfer or otherwise deal with the same in such manner as the Purchaser may deem fit subject to obtaining of the prior permission of the Service Society after payment of necessary charges and transfer fees and also subject to the resolutions, rules, regulations, terms, conditions of the service society.

10. The Vendor further declares that the said property is not situated within the Distrurbed Area which areas have been confirmed by the Government vide its Notification dated 05/04/2013 and hence no permission under the Disturbed Area is required to be obtained and hence not obtained.

11. The Purchasers shall exclusively bear all the expenses of stamp duty, registration fees, typing charges, drafting charges, legal fees and all other out of pocket expenses in respect of the aforesaid sale.

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto set and subscribed their respective hands hereto on the day and the year first hereinabove written and in the manner hereinafter appearing.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE PROJECT LAND)

all that piece and parcel of freehold non-agricultural land situate lying and being at Ambawadi, Ahmedabad forming part of Mouje Paldi of Sabarmati Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad -4 (Paldi) and bearing Final Plot No.502 of Town Planning Scheme N0.21 admeasuring 484 Sq. Mtrs., or thereabouts

THE SECOND SCHEDULE ABOVE REFERRED TO:

(THE SAID PROPERTY)

All that _____ Sq. Mtrs., of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at Yash Pinnacle, Nr. Anjali Cross Roads, Bhattha, Paldi, Ashram Road, Ahmedabad - 380 007 and forming part of Mouje Paldi of Sabarmati Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad -4 (Paldi) and bearing Final Plot No.27 of Town Planning Scheme No.22 admeasuring 4654 Sq. Mtrs., or thereabouts togetherwith Flat No. _____ on _____ Floor admeasuring _____ Sq.Ft. i.e. _____ Sq. Mtrs., (Carpet Area) or thereabouts standing thereon and the said property is bounded as follows:-

On the North by :-

On the South by :-

On the East by :-

On the West by :-

Note: together with a right to use all the common roads, common passages, common parking and common amenities and facilities of the said scheme along with the other members of the said scheme.

: Property Photograph No.1:

: Property Photograph No.2:

Property Postal Add :-

Flat No._____, Shreyash -2,
Ambawadi, Ahmedabad.

Signature of Vendor

Signature of Purchaser

SIGNED AND DELIVERED by the)
 within-named M/S. PYRAMID)
 INFRASTRUCTURES through its)
 Authorized Partners)
 (1)_____, (2)_____)
 (3)_____ and)
 (4)_____, the Vendor herein)
 in the presence of:-)

1.

2.

MEMO OF CONSIDERATION

01.	Rs. _____/-	(Rupees _____ Only) paid by the Purchasers to the Vendor by a Cheque No. _____ dated ____/____/2017 of _____ Bank Ltd., _____ Branch, Ahmedabad towards part consideration The receipt whereof the Vendor do hereby acknowledge.
02.	Rs. _____/-	(Rupees _____ Only) paid by the Purchasers to the Vendor by a Cheque No. _____ dated ____/____/2017 of _____ Bank Ltd., _____ Branch, Ahmedabad towards part consideration The receipt whereof the Vendor do hereby acknowledge.
03.	Rs. _____/-	(Rupees _____ Only) paid by the

		Purchasers to the Vendor by a Cheque No. _____ dated ____/____/2017 of _____ Bank _____ Ltd., _____ Branch, Ahmedabad towards part consideration The receipt whereof the Vendor do hereby acknowledge.

WE SAY RECEIVED
M/S. PYRAMID INFRASTRUCTURES

PARTNERS

SIGNATURE	PHOTO	THUMB IMPRESSION
VENDOR		

SIGNATURE	PHOTO	THUMB IMPRESSION
PURCHASER		
