

DEED OF CONVEYANCE

FOR RS. _____

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THIS DEED OF CONVEYANCE made at Ahmedabad
on this day of, 2019.

BETWEEN

SHRI SANJESH RAJENDRAKUMAR SHETH *Alias*
SANJAY RAJENDRAKUMAR SHETH (PAN NO:
AFQPS2244M) (AADHAAR : 4801 1122 4981) Age:
Adult, Nationality : Indian Inhabitants Indian
Citizen, Address : Makubhai sheth no Bungalow,
Opposite Dhvani Flats, Shahpur Bahai Centre,
Shahpur, Ahmedabad.

hereinafter referred to as the “Vendor” and/or “Firm”
(which expression shall, unless it be repugnant to the
context or the meaning thereof, be deemed to mean and
include its present and future partners and their heirs,
executors, successors, administrators, legal representatives
and permitted assigns etc.) of the FIRST PART;

AND

[1] Name: _____

P. A. No. : _____

AADHAAR NO. _____

Address: _____

[2] Name: _____

P. A. No. : _____

AADHAAR NO. _____

Address: _____

Both adult, Indian Inhabitant, having address at

_. Hereinafter referred to as the "PURCHASER" (Which expression shall unless repugnant to the context and meaning thereof shall mean and include his/her/their/its heirs, legal representatives, executors, successors and assigns) of the SECOND PART.

AND

M/S. MAKUBHAI SHETH'S BAAGBAN REALTY LLP THROUGH ITS AUTHORISED SIGNATORY MR. SANAULLAHKHAN RUSTAMKHAN PATHAN

PAN NO. : ABLFM7191A a limited liability Partnership firm formed and registered under the Limited Liability Partnership Act, 2008 having LLPIN: AAP4586 and having its registered office at Address : F.P No. 120, Near Rifal Club, Khanpur, Ahmedabad - 380001

hereinafter called the **"CONFIRMING PARTY "** / DEVELOPER (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, Partners, successors-in-interest and permitted assignees) of the third part.

The Vendor and Purchaser are hereinafter individually referred to as the 'Party' and collectively referred to as the 'Parties'.

WHEREAS-

(A) The Vendor is the absolute and lawful owner of Non Agricultural land Property, admeasuring about 6680 Sq.Mtrs (7990 Sq.Yards), City Survey No: 3446/A situated lying and being at

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Revenue Village Mouje : Dariyapur Kazipur, Shahpur Ward No – 3 , F.P No. 120, Town Planning Scheme No. 3, Taluka: Ahmedabad City , in the registration District Sub District Ahmedabad -6 (Naroda). (“Said Land”) vide family partition by registered partition deed registration no. 14932/1975 Dt. 01.10.1975, (For the sake of convenience hereinafter referred to as the “Said Land”).

- (B) And according to said family partition of the property the said land property city survey no. 3446-A acquired by Mr. Sanjesh alias Sanjay Ranjendrakumar Sheth and entry to that effect is also made in the city survey record vide mutation entry no. 102. Dt. 15.11.1980.
- (C.) Thereafter the original land owner Mr. SANJESH ALIAS SANJAY RAJENDRAKUMAR SHETH. have applied to the District Collector to grant permission for the non-agricultural use of land for Multipurpose (6680 Sq.Mtrs.) use and accordingly District Collector Ahmedabad has granted permission for the non-agricultural and multipurpose use of the said land by their order No. CB /LAND-1/N.A/S.R – 1204 / 2017 FMPS NO. 306264 dated 29.11.2018 .
- (D) The Ahmedabad Municipal Corporation (AMC) has sanctioned the plan and granted Development Permission of the said scheme and also Ahmedabad Municipal Corporation has issued Commencement Letter for construction in by commencement letter (Rajachithi) No. BLNTS/CZ/200619/CGDCRV/A2494/RO/M1 Dt.13/08/2019 (Block/Tenament No. A+B) &

BHNTS/CZ/200619/A2496/RO/M1 DT.
13/08/2019 (Block/Tenament No. C D)

- (E) The “Said Firm” has floated a residential flats scheme known as **“VENETIAN”** (hereinafter referred to as the “Said Scheme”) on the “Said Land”
- (F) The said scheme has been registered under the Real Estate (Regulation and Development) Act, 2016 and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 under Registration No. _____ dated _____.
- (G) The Vendor has initiated the construction from Basement Floor to 7th floor for A+B & Basement Floor to 14th floor for C D as per the approved plan and Development permission.
- (H) The Ahmedabad Municipal Corporation has issued B.U. Permission of the said building vide its No. _____ dated _____.
- (I) The Party of the Second Part has visited the said scheme and has shown his/her/their/its willingness to purchase Flat No. _____ in Wing"____"having Carpet Area (“Carpet Area” means the net usable floor area of an Property, 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 Property) admeasuring about _____sq.mtrs. (____) situated on _____Floor of the said Scheme

along with (i) Wash Area Balcony admeasuring ____sq.mtrs..(ii) 1Balcony admeasuring about ____sq.mtrs..(iii) _____ covered/open car parking spaces situated on the ground floor / basement-1 / basement-2 admeasuring about ____sq.mtrs.. in the scheme known as **“VENETIAN”** together with undivided share in the said land admeasuring about _____ Sq.Mtrs. (for the sake of convenience hereinafter referred to as the “Said Property”) from the “Said Firm” for the negotiated price of Rs. _____ per Sq.Mtrs. towards the carpet area of the flat and the entire negotiated lump sum consideration amount of the said property is fixed for Rs._____/ - Rupees _____ Only.

(J) The said entire consideration amount of Rs._____/ - Rupees _____ Only is bifurcated as follows :-

(i) Rs. _____=00 is towards the carpet area of the flat.

(ii) Rs. _____=00 is towards the Wash Area Balcony.

(iii) Rs. _____=00 is towards the Balcony.

(K) The Vendor has executed Agreement for sale in favour of the Purchaser duly registered in the office of the Sub-Registrar of Assurances under Serial No. _____ dated _____. Unless otherwise specifically agreed in this sale deed, All the terms and conditions of the said

agreement for sale shall remain valid and binding to the parties.

- (L) The Vendor has provided the copies of Approved Lay-Out Plan, Key-Plan, Building Plan, Elevation Plan, Section Plan etc., N.A. permission, Sale Deed, 7/12 Extracts, all Mutation Entries No. 6, necessary orders/permissions, Loan Papers, Receipts of the Land Revenue, Title Clearance Certificate / Search Report etc. to the Party of the Second Part and after getting it verified through the Advocate / Solicitor / Legal Expert and after being satisfied with the same the Party of the Second Part has agreed to purchase the Said Property from the Vendor.
- (M) The Vendor has given all the information about quality of the materials and goods used in the said scheme to the purchaser, which the Purchaser has got verified through their experts of the respective fields and the Purchaser is fully satisfied with same.
- (N) The Vendor will obey all the terms and conditions, restriction laid down by the competent authority for passing the plan of the said scheme and will construct the said scheme accordingly. The vendor will be responsible for completing the construction of the said scheme and obtain B.U.Permission / Completion Certificate from the competent authority.
- (O) The Parties herein hereby agrees to obey the terms and conditions mentioned in this Sale

Deed and also agrees to obey the Rules and Regulations / Laws enacted and framed from time to time by the Government.

NOW THIS SALE DEED WITNESSETH THAT:-

1. In consideration of the sum of Rs. _____/- Rupees _____ Only paid by the Purchaser/s to the Vendor as per the details mentioned hereunder:-

Amount Rs.	Cheque No.	Name of Bank

(the receipt whereof is acknowledged and admitted by the Vendor), the Vendor doth hereby grant, sell, assign, convey, transfer, assure and handed over physical, vacant and peaceful possession of the said Property unto the Purchaser/s TO HAVE AND TO HOLD all and singular the said property hereby sold, granted, conveyed and assured and intended or expressed so to be with their and every of

their rights and appurtenances UNTO AND TO THE USE and benefit of the Purchaser/s forever and SUBJECT to the payment of all rents, taxes, assessments, dues and duties now chargeable upon the same or which may from the date of these presents become payable to the Government of Gujarat or any other Local/Public Body or Bodies in respect thereof.

2. The total consideration price as stated above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Goods and Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Vendor) up to the date of handing over the possession of the Said Property, which shall be separately/payable by the Purchaser in the manner as may be decided by the Vendor.

3. REPRESENTATION AND WARRANTIES OF THE VENDOR:

- (i) The Vendor has clear and marketable title with respect to the said land; as declared in the title report and has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said land for the implementation of the said scheme;
- (ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of

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the said scheme and shall obtain requisite approvals from time to time to complete the development of the project;

- (iii) There are no encumbrances upon the said land or the said scheme except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the said land or said scheme except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said scheme, said land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- (vi) The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

- (vii) The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land, including the said scheme and the said property which will, in any manner, affect the rights of Purchaser under this Agreement;
 - (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said property to the purchaser in the manner contemplated in this Agreement;
4. The information regarding the flooring, sanitary fittings, lifts etc. to be used in the said scheme has been annexes herewith as "Annexure A" and the Vendor will have to use the same materials / products in the said scheme. In case of any crisis in the supply of the same materials the Vendor may use the same quality or the superior quality of the other company.
5. The Purchaser will not store in the said property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said property is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to

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damage the staircases, common passages or any other structure of the building in which the said property is situated, including entrances of the building in which the said property is situated and in case any damage is caused to the building in which the Said Property is situated or the Said Property on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of this breach.

6. The Vendor hereby declares that the The Vendor shall not have any claim over F.S.I., additional F.S.I and Terrace rights after Building Use Permission has been obtained. Such rights if any will be enclosed by the society of buyer.

7. If within a period of five years from the date of handing over the Said Property to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Said Property or the building in which the Said Property are situated or any defects on account of workmanship, quality or provision of service, then, whenever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act.

Provided that the Vendor shall not be liable in respect of any structural defect or defects on

account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor.

8. The Vendor assures and declares unto the Purchaser that the said property was purchased out of the funds of Vendor and hence except the Vendor nobody else is having right, title, share, claim and interest and prior to the conveyance of the said Property, the Vendor has not sold, transferred, assigned, mortgaged or gifted the said property or any part thereof to anybody else and that there is no any order passed by any court of law restraining the Vendor from being sale, transfer, assign, mortgage of the said property to anybody else and that there are no legal proceedings standing or held on the said property by any court or authority nor any such order is issued or served by any court or authority and that the said property is not under any acquisition, requisition or reservation and that our titles to the said property are absolutely clear, marketable and saleable.
9. The Purchaser will have to compulsorily become the member and obey the rules and regulations of the maintenance body to be formed in future. The purchaser will have to pay the amount of maintenance deposit, without any objection, to be collected by the maintenance body, in future.
10. The purchaser cannot give the said property on lease, sub-lease, rent, leave and license or

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in any manner for his/her/their/its personal benefit till the total sale consideration of the said property is completed.

11. The Purchaser/s are not entitled to make any change in interior/exterior elevation, exterior colour scheme of the said scheme. The Purchaser/s shall not be entitled to make any change/alteration in internal/external structure of the Said Property.
12. The Purchaser/s is required 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 other than their property.
13. The Purchaser shall have to maintain at their cost, the 'Said Property' in good condition, state and order, in which it is delivered to them and shall abide by all byelaws, rules and regulations of the government, electricity charges, local bodies and other authorities.
14. The Purchaser shall have to pay/contribute proportionate amount to service society/association formed for the maintenance of said "_____"
Scheme.
15. The Party of the Second Part will have access rights to all common amenities and common areas provided by the Party of the First Part. The Party of the Second Part will also not claim

individual ownership rights in the undivided share in land.

16. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.
17. This Sale Deed is to be read and understood as per the provisions made under the Real Estate (Regulation and Development) Act, 2016 and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017.
18. 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.
19. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the

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laws of India for the time being in force and the Ahmedabad courts will have the jurisdiction for this Agreement.

20. That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

.....Name of Purchaser

.....(Purchaser Address)

Email ID

M/s..... Vendor name

..... (Vendor Address)

Email ID.....

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

21. The out of pocket expenses, costs, and charges of and incidental to this conveyance to be executed hereafter or for any writing

declaration indemnity etc. such as stamp duty, registration fee, GST and all other taxes and also fees of Advocate/Solicitor for obtaining Title Clearance Certificate of the said property shall be borne by the party of the SECOND PART Only.

SCHEDULE ABOVE REFERRED TO

(Description of the said Immovable Vendor)

All That Immovable Vendor Flat No. _____ having Carpet Area ("Carpet Area" means the net usable floor area of an Property, 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 Property) admeasuring about _____sq.mtr. (_____) situated on _____Floor of the said Scheme along with with (i) Wash Area Balcony admeasuring ____sq.mtrs..(ii) 1Balcony admeasuring about ____sq.mtrs..(iii) _____ covered/open car parking spaces situated on the ground floor / basement-1 / basement-2 admeasuring about ____sq.mtrs.... in the scheme known as **"VENETIAN"** together with undivided share in the said land admeasuring about _____ Sq.Mtrs. forming part of Non Agricultural land Property, admeasuring about 6680 Sq.Mtrs (7990 Sq.Yards), City Survey No: 3446/A situated lying and being at Revenue Village Mouje : Dariyapur

Kazipur, Shahpur Ward No – 3 , F.P No. 120, Town Planning Scheme No. 3, Taluka: Ahmedabad City , in the registration District Sub District Ahmedabad -6 (Naroda). The said “**VENETIAN** ” scheme is bounded as follows :-

On or towards East : by_____

On or towards West : by _____

On or towards North : by _____

On or towards South: by _____

IN WITNESS WHEREOF the hereto through its authorized Partner has hereunto executed this Agreement on the Day Month and year herein above written.

**SIGNED AND DELIVERED BY THE
PARTY OF THE FIRST PART :-**

**In the presence of following
two Witness :-**

(1) _____

(2) _____

**Photographs for the
identification of
the Property**

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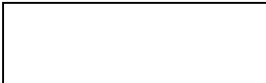
**Photographs for the
identification of
the Property**

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SCHEDULE AS PER SECTION 32(A) OF THE
REGISTRATION ACT

Signature, Photograph and Thumb Impression of First Party:-

Signature, Photograph and Thumb Impression of
Second Party:-



**Signature, Photograph and Thumb Impression of
confirming Party:-**

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