

CONVEYANCE DEED

Type of Deed	Conveyance Deed
Village	Anasan
Tehsil	Daskroi
District	Ahmedabad
Type of Property	Residential
Property Address	Bungalow No._____,

Carpet Area	_____ sq.mtrs. (_____ sq.ft.)
Sale Consideration	Rs._____/-
Stamp Duty	Rs._____/-
Stamp Serial No. & Date	

This Conveyance Deed ("**Deed**") together with all annexures is made and executed on this _____ day of _____, 2017 at Ahmedabad, Gujarat, India.

BETWEEN

Mr. Bipinbhai Shakrabhai Patel , PAN: AGAPP2335H ,AGE: 55
Occupation: Business, Residing at business 09, Vrundavan bungalows-2, near steel factory, Thaltel-shilaj road, Thaltej, Ahmedabad-380059:, hereinafter referred to as "**THE LAND OWNER/ PROMOTER NO. 1**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and assign(s)) of the **FIRST PART;**

AND

AKASH DEVELOPERS, PAN: AAZFA6521D , a Partnership firm registered under the Partnership Act, 1932, Acting through its Authorized Signatory: Shri Akash Bipinbhai Patel, Age: 27, Occupation: Business, Residing at: business 09, Vrundavan bungalows-2, near steel factory, Thaltel-shilaj road, Thaltej, Ahmedabad-380059 hereinafter referred to as "**THE DEVELOPER/PROMOTER NO. 2**" (which expression shall unless it be

repugnant to the context or meaning thereof be deemed to mean and include its present and future Partner(s), executor(s), successor(s), representative(s), assignee(s)) of the **SECOND PART**;

AND

_____, S/D/W of _____, R/o

_____ (hereinafter referred to as the “**Allottee**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her successors, legal heirs, executors, admeasuringinistrators, representatives, transferees and permitted assigns) of the **THIRD PART**;

The Land Owner/ Promoter No. 1, Promoter No. 2, where so the context permits, are hereinafter collectively referred to as “**the Promoter**”

WHEREAS:

The land owner is seized and possessed of or otherwise well and sufficiently entitled as the owner to all those pieces and parcels of land of part Non agriculture land admeasuring bearing 231P+232P+233P+233/A+338/A paiki admeasuring. about 24462.84 sq. mtrs. Out of total land admeasuring. about 26467 sq. mtrs. of town planning Scheme No. 503 whereas plot area of amalgamated S.P NO. 1+2 is 26467sq. mtrs. Where area not in possession of block No. 110 is 16.52sq. mtrs. And area not in possession of block No. 229 is 721.64 sq. mtrs and area of non agricultural land is 1266.00 sq. mtrs. Now F.P. No. 231P+232P+233P+233/A+338/A admeasuring about 24462.84 sq. mtrs., situated within the Village limits of Anasan, Taluka: Daskroi and District and Registration District: Ahmedabad, (for sake of convenience hereinafter referred to as “**the Project Land**”

A. Brief History of land

History of survey No:231/P :-

1. That the land bearing Survey No.231 was belonged to and registered in the revenue records in the name of (1) Shakrabhai Shankarbhai

Patel, (2) Bipinbhai Shakrabhai Patel (3) Kamleshbhai Shakrabhai Patel, prior to 1995.

2. Said (1) Shakrabhai Shankarbhai Patel (2) Bipinbhai Shakarbhai Patel and (3) Kamleshbhai Shkrabhai Patel purchased the land bearing survey no. 231 admeasuring About 21044 sq. mtrs. From (1) Manubhai Mangaldas & others, (2)Ravjibhai Shanabhai &others and (3) Jasubhai Shanabhai & others by a sale deed duly registered in the office of sub- registrar of Ahmedabad under Sr. No. 8871 dated 22/04/1993. The entry to that effect was entered in the revenue records by Mutation Entry No. 1596 dated 25/04/1993.
3. Thereafter said Shakrabhai Shankarbhai Patel and Kamleshbhai Shakrabhai Patel released their right, title and interest in the said land in favour of Bipinbhai Shakrabhai Patel and their names were deleted from the revenue records by Mutation Entry No. 2174 dated 19/04/2008.
4. Thereafter the district Collector of Ahmedabad granted non agriculture use permission to the said land bearing Survey no. 231 paiki admeasuring about 11900 sq. mtrs. (out of 21044 sq. mt) for residential use by order bearing no. Cb/LAND-2/N.A/S.R/903/2013 dated 24/06/2013.
5. Thereafter the District Collector of Ahmedabad granted non agriculture use permission to the residual land bearing survey no 231 paiki admeasuring About 9133 sq. mtrs. for commercial use by order bearing no. CB/CTS-1/N.A/anasan-231/S.R 1495/2014. The entry to that effect was entered in the revenue records by Mutation Entry No. 2709 dated 23/03/2015.

History of Survey no. 232/P:-

1. That the land bearing Survey No.232/P was belonged to and registered in the revenue records in the name of (1) Shakrabhai Shankarbhai Patel, (2) Bipinbhai Shakrabhai Patel (3) Kamleshbhai Shakrabhai Patel, prior to 1995.
2. Said (1) Shakrabhai Shankarbhai Patel (2) Bipinbhai Shakarbhai Patel and (3) Kamleshbhai Shkrabhai Patel purchased the land bearing survey no. about 16593 sq. mtrs. From (1) Manubhai Mangaldas & others, (2)Ravjibhai Shanabhai &others and (3) Jasubhai Shanabhai & others by a sale deed duly registered in the office of sub- registrar of Ahmedabd under Sr. No. 8872 dated 22/04/1993. The entry to that effect was entered in the revenue records by Mutation Entry No. 1596 dated 25/04/1993.

3. That the land admeasuring About 1520 sq. mtrs. of survey no 232 was acquired in for Sardar Sarovar Yojana by letter no. LAQ/S.4/CASE NO.3/2000/ANASAN/PAR-1 dated 29/02/2000. The entry to that effect was entered in the revenue records by Mutation Entry No. 1788 dated 17/04/2000.
4. Thereafter said Shakrabhai Shankarbhai Patel and Kamleshbhai Shakrabhai Patel released their right, title and interest in the said land in favour of Bipinbhai Shakrabhai Patel and their names were deleted from the revenue records by Mutation Entry No. 2174 dated 19/04/2008. It is pertinent to note that the non agriculture use permission has not been obtained for this land.

History of survey No 233/P:-

1. That the land bearing Survey No.233/P was belonged to and registered in the revenue records in the name of (1) Shakrabhai Shankarbhai Patel, (2) Bipinbhai Shakrabhai Patel (3) Kamleshbhai Shakrabhai Patel, prior to 1995.
2. Said (1) Shakrabhai Shankarbhai Patel (2) Bipinbhai Shakarbhai Patel and (3) Kamleshbhai Shkrabhai Patel purchased the land bearing survey no. 233 admeasuring About 11129 sq. mtrs. From (1) Ramanbhai somabhai, (2)Deepakkumar Ramabhai, (3)Maheshbhai Ramabhai (4)Lalitaben wd/o Ramabhai Somabhai and (5) Rameshchandra Balubhai self and as a guardian of minor Sachin Rameshchandra and Minor Jimmi Rameshchandra by a sale Deed duly registered in the office of sub- registrar of Ahmedabd under Sr. No. 2420 dated 27/10/1994. The entry to that effect was entered in the revenue records by Mutation Entry No. 1639 dated 02/01/1995.
3. Thereafter said Shakrabhai Shankarbhai Patel and Kamleshbhai Shakrabhai Patel released their right, title and interest in the said land in favour of Bipinbhai Shakrabhai Patel and their names were deleted from the revenue records by Mutation Entry No. 2174 dated 19/04/2008.
4. Thereafter the District Collector of Ahmedabad granted non agriculture use permission to the said land bearing survey no 233 paiki admeasuring About 8727sq. mtrs. For commercial use by order bearing no. CB/CTS/N.A /S.R 1123/2014. The entry to that effect was entered in the revenue records by Mutation Entry No. 2766 .

History of Survey no:- 233/A

1. That the land bearing Survey No.233 was belonged to and registered in the revenue records in the name of (1) Shakrabhai Shankarbhai Patel, (2) Bipinbhai Shakrabhai Patel (3) Kamleshbhai Shakrabhai Patel, prior to 1995.
2. Said (1) Shakrabhai Shankarbhai Patel (2) Bipinbhai Shakarbhahi Patel and (3) Kamleshbhai Shkrabhahi Patel purchased the land bearing survey no. 233 admeasuring About 4654 sq. mtrs from Punjabhai Rajvibhai, Kirtibhai Ravjibhai, Anilbhai Ravjibhai, Kokilaben Ravjibhai, Hansaben Ravjibhai , Kashiben wd/o Ravjibhai by a sale deed dated 31/05/1993. The Entry no. 1599 dated 02/06/1993.
3. Thereafter said Shakrabhai Shankarbhai Patel and Kamleshbhai Shakrabhai Patel released their right, title and interest in the said land in favour of Bipinbhai Shakrabhai Patel and their names were deleted from the revenue records by Mutation Entry No. 2174 dated 19/04/2008.
4. Thereafter the District Collector of Ahmedabad granted non agriculture use permission to the said land bearing survey no 233/A paiki admeasuring About 3622 sq. mtrs. For commercial use by order bearing no. CB/LAND/N.A /S.R 904/2013 dated 23/12/2013. The entry to that effect was entered in the revenue records by Mutation Entry No. 2636.

History of Survey NO: 338/A

5. That the land bearing Survey No.338/A was belonged to and registered in the revenue records in the name of (1) Shakrabhai Shankarbhai Patel, (2) Bipinbhai Shakrabhai Patel (3) Kamleshbhai Shakrabhai Patel, prior to 1995.
6. Said (1) Shakrabhai Shankarbhai Patel (2) Bipinbhai Shakarbhahi Patel and (3) Kamleshbhai Shankrabhai Patel purchased the land bearing survey no. 338. from Natvarbhai Dahyabhai Patel and Jasubhai Dahyabhai Patel by a sale deed dated 31/05/1995. The Entry no. 1598 dated 02/06/1993.
7. Thereafter said Shakrabhai Shankarbhai Patel and Kamleshbhai Shakrabhai Patel released their right, title and interest in the said land in favour of Bipinbhai Shakrabhai Patel and their names were deleted from the revenue records by Mutation Entry No. 2287 dated 19/06/2009.

8. Thereafter the District Collector of Ahmedabad granted non agriculture use permission to the said land bearing survey no 233/A paiki admeasuring About 3622sq. mtrs. For commercial use by order bearing no. CB/LAND/N.A /S.R/436 /2013 dated 17/12/2013. The entry to that effect was entered in the revenue records by Mutation Entry No. 2637 dated 18/02/2014.
9. On implementation of Town Planning Scheme No. 503, the land bearing survey no. 231P+232P+233P+233/A+338/A admeasuring About 44111 sq. mtrs. allotted Final Plot Nos. 231P+232P+233P+233/A+338/A admeasuring About 26467 sq. mtrs.
10. The Ahmedabad Urban Development Authority sanctioned plans and specification for construction on the said land by order bearing no. PRM/116/4/2014/603 dated 26/11/2015 subject to no construction on the land bearing Survey No. 232.
11. Thereafter said Bipinbhai Shakrabhai Patel entered in development agreement with Akash developers , a partnership firm through its Partner Akash Bipinbhai Patel which was duly registered in the office of sub- registrar of Ahmedabad-6(Naroda) under Sr. No. 6534 dated 25/04/2016 for construction on the said land bearing Final plot Nos. 231P+232P+233P+233/A+338/A paiki admeasuring About 24462.84 sq. mtrs. Of total land admeasuring About 26467 sq. mtrs. Of Town Planning Scheme No. 503.
12. That said Bipinbhai Shakrabhai Patel executed a Power of attorney in favour of Akash Bipinbhai Patel regarding the affairs of land bearing Final Plot Nos. 231P+232P+233P+233/A+338/A paiki admeasuring About 24462.84 sq. mtrs out of the total land admeasuring About 26467 sq. mtrs. Of town Planning scheme N. 503 duly registered in the office of sub-registrar of Ahmedabad-6(Naroda) under Sr. No. 6538 dated 25/04/2016.
13. Thereafter said Akash Developers, a Partnership Firm organized residential scheme known as "AKASH GRAND CITY" on the said land.

14. The land with the Survey no. 232/P and 233/P belongs to the Land owner only and the Developers have planed for phase 2 of the project of the on going project. Whereas, the allottee and the promoters here by agree to allow use of the said land demarked as a road for existing project will also be permitted to use for the proposed phase 2 of the project.

**NOW THEREFORE THIS DEED BETWEEN THE PARTIES
WITNESSETH AS UNDER:**

1. The vendor evaluates the multistoried residential scheme of various sizes bungalows in the said land known as “**Akash Grand City**” mentioned in para”A”
2. In consideration of the receipt of a sum of

(i) Rs. _____/- (Rupees _____
_____ only) towards carpet area
admeasuring _____ sq. mt

(ii) Rs. _____/- (Rupees _____
_____ only) towards carpet area
admeasuring _____ sq. mt including proportionate price of common
areas and facilities

(iii) Rs. _____/- (Rupees _____
_____ only) towards balcony/verandah
admeasuring _____ sq. mt

(IV) Rs. _____/- (Rupees _____
_____ only) towards wash area
admeasuring _____ sq. mt

(V)Rs. _____/- (Rupees _____
_____ only) towards open terrace
admeasuring _____ sq. mt

(VI)Rs. _____/- (Rupees _____
_____ only) towards open parking space No.

The total aggregate consideration amount for the Bungalows mentioned herein above from clause (i) to (vi) is thus Rs. _____ paid by the Purchaser to the Vendor towards cost of the bungalow, the Vendor do hereby grant, convey, transfer, assign and assure to the Purchaser by way of sale, the **Bungalow no. _____, in Akash Grand City, Daskroi , Ahmedabad**, having a carpet area of _____ sq. mtrs., (_____ Sq. Ft.), (hereinafter referred to as the said "**bungalow**"), more particularly described in the **Schedule, forming part of this Deed**; together with all ways, paths, passages, rights, liberties, privileges, easements, benefits to the said bungalow; AND subject to adherence of terms and conditions as stated hereinafter as well as the terms, conditions, stipulations and restrictions contained in the Declaration.

3. The Vendor assures the purchaser that the said Bungalows is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims whatsoever nature as per the best of the knowledge of the vendor and vendor hereby given all relevant papers, documents, title deeds, to the purchaser and the purchaser has already examined all the titles of the said property through his/her/their advocate(s), solicitor(s), AND after getting satisfaction and opinion or certificate relating to it by their own hired advocate(s), solicitor(s), the purchaser him/her/their self agreed to purchase the said property from the vendor and the purchaser(s) hereby indemnifies the vendor there is no query in the titles or in the title deeds of the said property and of the said scheme so now in future the purchaser shall not claim to vendor in any manner for any query related to title the purchaser waive or give waiver his/her/their right to claim to vendor and purchaser discharges the vendor from any harm related to title of the said property.
4. The purchaser with his/her/their engineer(S)/architect(s)/interior(S) often visited and checked the quality and workmanship of the construction of the structure and the scheme when the scheme was

under construction and sometime vendor was advised by the engineer(s)/architect(s)/interior(s) of the buyer.

That the purchaser has often visited/verified the structure and the title deed of the said property and the scheme so now there is no query related to the property or the scheme in any manner and therefore the purchaser waives his/her/their right(s) to claim vendor in any manner whatsoever in future

5. The Site Plan of Akash Grand City project is annexed herewith as **Annexure-I** and the Floor Plan for the said bungalow (depicting layout of Floor ____ of Bungalows-____) is annexed herewith as **Annexure-II**. The Unit Plan of the said bungalow is annexed herewith as **Annexure- III**.
6. The Purchaser hereby assures, represents and warrants to the Vendor that it shall comply with the terms hereof and with all the applicable laws and statutory compliances with respect to the said bungalow, the said Land and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the purchaser, the Vendor has agreed to enter into this Deed.
7. The Purchaser shall only have a joint and non-exclusive right of use of the Common Areas and common services and facilities subject to the timely payment of the maintenance charges as determined by the maintenance agency appointed or the association of allottees.
8. The Purchaser further agrees that it has verified personally and through qualified professionals and is satisfied regarding structural strength, workmanship, quality and provision of various services in the bungalows/scheme. It shall not claim any compensation or withhold the payment of any charges on the said ground. However Promoter agrees to resolve and rectify any genuine complain made there under within reasonable time as per section 14(3) of Real Estate (Regulation & Development) Act, 2016.

9. The Purchaser confirms that the Parking Space(s) allotted to the Purchaser for exclusive use is inseparable, indivisible and forms an integral part of the said bungalow. The Purchaser confirms that he has no right to sell/transfer/or deal with the Parking Space(s) independent of the said bungalow. The Purchaser shall not anywhere else. The Purchaser shall not modify or make any changes or cordon off or otherwise erect any temporary structure(s) in the Parking Space(s) of the said bungalow, under any provision(s) of this Deed. All clauses of this Deed shall apply mutatis mutandis to the Parking Space(s).

The Purchaser understands that the service areas in the common areas provided in the Akash Grand City are reserved for services, use by maintenance staff etc. and shall not be used by the Purchaser for parking or for any other purpose whatsoever. The Purchaser confirms that parking spaces earmarked at common space for parking in the on the ground floor are meant for exclusive use for parking in the Akash Grand City and does not form part of general and/or limited common areas and facilities of the said bungalow and /or Akash Grand City constructed on Land for the purpose of the Declaration. The Purchaser shall not have any right, title or interest in the parking spaces of Akash Grand City other than those allotted to the Purchaser. The Purchaser acknowledges that the Common maintenance society shall remain the owner of the parking spaces within Akash Grand City which have not been allotted to any bungalow owner.

This clause shall survive the conveyance of the said bungalow.

10. The Purchaser acknowledges and confirms that the infrastructure facilities provided by the Government is beyond the control of the Vendor and the Purchaser shall not have a right to raise any claim or dispute against the Vendor in respect of the facilities provided by the Government or any other statutory authorities.
11. The Purchaser hereby also undertakes to abide by all the conditions, restrictions and other stipulations imposed in respect of Akash Grand City by virtue of the License granted to the Vendor for Akash Grand City and shall also abide by the applicable Zoning Plans, Building

Plans and all laws, bye-laws, rules, regulations and policies applicable to the said bungalow and/or Akash Grand City or as imposed or may be imposed in future under any applicable law. This clause shall survive the conveyance of the said bungalow.

12. The Purchaser shall not use or allow to use the said Bungalows for any non-residential purpose or any activity that may cause nuisance to other purchasers/occupants of Akash Grand City This clause shall survive the conveyance of the said bungalow.
13. The Purchaser undertakes and agrees that any violation of the following shall entitle the Vendor or proposed maintenance society to be incorporated for Akash Grand City to enter into the said bungalow wherever necessary and reverse such violation at the cost of the Purchaser;
 - (i) The Purchaser shall not cover or construct on the balcony (ies) and shall only use the same as open balcony(ies) and in no other manner whatsoever.
 - (ii) The Purchaser shall not under any circumstances whatsoever, do, allow or permit any remodeling, alteration, variation, change or build upon the look, colour, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of the buildings or the said bungalow.
 - (iii) The Purchaser shall not under any circumstances do or allow any alteration/modification/change to the structure or layout within the said bungalow, save and except with the prior permission of Vendor/proposed maintenance society in writing.

This clause shall survive the conveyance of the said bungalow.

14. The Purchaser acknowledges that water pipelines/drains/electric lines provided originally for the specific purpose shall not be tampered with/ disturbed without the prior written approval of promoter/proposed maintenance society. Further, all lights/power points in the said bungalow shall conform to the permitted/sanctioned electric load. The Purchaser shall not put away any personal belonging including flower pots, cots, furniture items boxes, dustbins, and other personal use item etc. in the Common Areas, and specifically the flower pots shall

not be placed on parapets/ledges. The Purchaser shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas or facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them. The Vendee shall not under any circumstances whatsoever carry out any changes/modifications/alterations that result in encroachment of Common Areas or that result in damage or disturbance to Common Areas, adjacent, upper or lower units. Putting of advertising board/neon signs etc. on any part of the building including internal corridors, external face and Common Areas is prohibited. This clause shall survive the conveyance of the said bungalow.

15. The Purchaser shall not be entitled to claim partition of its share in the said Land or the Common Areas and the same shall always remain undivided and impartible. This clause shall survive the conveyance of the said bungalow.
16. The Purchaser confirms and undertakes that the Purchaser shall be liable to pay all kind of govt. taxes including GST as decided in agreement for sale and other central, state or local government taxes, fees or levies of all and any kind by whatever name called, whether paid or payable by the Vendor and/or its contractors (including sub-contractors) and /or levied or leviable now or in future by the government, municipal authority or any other governmental authority on the said Bungalows/Land, as the case may be, as assessable or applicable from the date of application. The Purchaser further agrees that if the said Bungalows is assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Vendor, which shall be final and binding on the Purchaser. If the said bungalow is assessed separately, the Purchaser shall pay directly to the competent authority on demand being raised by the competent authority.
17. That this Deed is subject to all laws and notifications and rules applicable to Akash Grand City

18. The Purchaser confirms having borne and paid all expenses for the completion of this Conveyance Deed, including cost of stamp duty, registration and other incidental charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at **Rs.**_____ **/- (Rupees** _____ **only)** in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty as may be determined by the Sub -Registrar/concerned authority along with consequent penalties/deficiencies as may be levied in respect of the said bungalow conveyed by this Conveyance Deed shall be borne by the Purchaser exclusively and the Vendor shall not be liable for the same and accepts no responsibility in this regard.

SCHEDULE

All that piece and parcel of bungalow no _____sq. mtrs., (_____ sq. ft.) along with balcony/verandha admeasuring _____ sq. mtrs, wash area admeasuring _____, having open terrace area admeasuring _____ sq. mtrs in the group housing colony "Akash Grand City", situated_____, Ahmedbad, in the revenue estate of District Ahmedabad, Gujarat.

The Bungalow _____ is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

The Parking Space No. _____ is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this Deed on the day, month and year first above written.

FOR LAND OWENER/PROMOTOR 1

SHRI BIPINBHAI SHAKRABHAI PATEL

FOR DEVELOPER/PROMOTOR 2

AKASH DEVELOPERS
Acting through its partner
Shri Akash Bipinbhai patel

FOR THE ALLOTTEE/S

1. _____

Witnesses:

1. _____

2. _____
