

DEED OF CONVEYANCE

OF

**Unit No. <Unit No. >, Pratham Bluets,
GOTRI, VADODARA**

Sale Consideration: Rs.:<TC amount in figure Rs.>/-

THIS DEED OF CONVEYANCE IS EXECUTED THIS _____ DAY OF
20....., At VADODARA,

BETWEEN

ALLOTTEE/S:

1. MR./MRS./MISS _____
_____, Indian Inhabitant/s,
residing/having address at _____ **having**
Permanent Account Number: [•] and Aadhar Card No. **[•]**

2. MR./MRS./MISS _____
_____, Indian Inhabitant/s,
residing/having address at _____ **having**
Permanent Account Number: [•] and Aadhar Card No. **[•]**

3. MR./MRS./MISS _____
_____, Indian Inhabitant/s,
residing/having address at _____ **having**
Permanent Account Number: [•] and Aadhar Card No. **[•]**

4. MR./MRS./MISS _____
_____, Indian Inhabitant/s,
residing/having address at _____ **having**
Permanent Account Number: [•] and Aadhar Card No. **[•]**

5. MR./MRS./MISS _____
_____, Indian Inhabitant/s,
residing/having address at _____ **having**
Permanent Account Number: [•] and Aadhar Card No. **[•]**

6. **MR./MRS./MISS** _____
_____, Indian Inhabitant/s,
residing/having address at _____ **having**
Permanent Account Number: [●] and Aadhar Card No. **[●]**

(Hereinafter in this agreement, referred to as the "**ALLOTTEE/S**" or "**PARTY OF THE FIRST PART**", which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include his/her/their heirs, executors, assigns, administrators, legal representatives etc; of the ALLOTTEE(S).

AND

LANDOWNERS/PROMOTERS

M/s. PRATHAM PROPERTIES, a partnership firm, registered under Partnership Act, having its office at Pratham, Makrand Desai Road, Gotri, Vadodara-390007 through its partner Shri Jayant Shantilal Sanghvi, Aged Adult, Occupation Business, Residing at Pratham, Makrand Desai Road, Gotri, Vadodara-390007. PAN No. AAHFP5012C

(Hereinafter in this agreement, collectively referred to as the "**LANDOWNER/S**" AND/OR "**PROMOTER**" AND/OR "**PARTY OF THE SECOND PART**", which expression shall unless it be repugnant to the context and meaning thereof, be deemed to mean and include, their heirs, executors, assigns, administrators and legal representatives etc; of the **LANDOWNERS/PROMOTERS**.

WHEREAS the Landowner/PROMOTER became the owner of land bearing R.S. No.332P, 334, 335, 336, 337, 338, 339, 342/1P, 342/2P, 343 & 343/1 bearing Consolidated C.S. No. 2598 & 2613 (C.S. No. 2598, 2600, 2601, 2602, 2603, 2604, 2608,2613, 2614, 2615 & 2616 respectively) of Village Gotri, Tal. & Dist. Vadodara admeasuring about 34511 out of total 35,817 Square Meters by virtue of registered transfer deed via Registration no.5664 dated 18-05-2019 from Shri Krupesh N. Patel and Shri Navinbhai N. Patel.

WHEREAS the Landowner/PROMOTER became the owner of land bearing R.S. No.333P bearing Consolidated C.S. No. 2599P of Village Gotri, Tal. & Dist. Vadodara admeasuring about 3101.83 out of total 3642 Square Meters by virtue of registered transfer deed via Registration no.6362 dated 03-07-2021 from Jayant Shantilal Sanghvi HUF.

WHEREAS the Landowner/Promoter became the owner of the land bearing R.S.No.340/1, 340/2, 340/3 & 341/3 bearing C.S. No.2609 (Consolidated) (CSNo. 2609, 2610, 2611 & 2612/B) of Village Gotri, Tal. & Dist. Vadodara admeasuring 3438 Square Meters by virtue of registered transfer deed via Registration no. 6363 dated 03-07-2021 from Vishkha Jayant Sanghvi.

WHEREAS the Collector, Vadodara has vide his Order No. BP/NA/SR/19/2007-08, No.LAND/D/SEC.66/VASHI/706/2008, dt.27/3/2008 granted the permission for non-agricultural use of land bearing R.S. No. 332, 334, 335, 336, 337, 338, 339, 342/1, 342/2, 343 & 343/1.

WHEREAS the Collector, Vadodara has vide their Order No. NA/SR/78/2010-2011, No.LAND/D/SEC.65/VASHI/67/59/2010, dt.16/10/2010 granted a permission for Non-agricultural use of land bearing R.S. No.340/1, 340/2, 340/3 & 341/3 (Consolidated R. S. No. 340/1).

Wherein the Collector, Vadodara had vide his Order No. NA/SR/1/19 2004-05, No.LAND/D/VASHI/148/2005, dt.27/1/2005 granted to Shri Anil Bholabhai Patel permission for Non-agricultural use of land bearing R.S. No.333.

AND WHEREAS the lands bearing R.S.Nos. 332, 333, 334, 335, 336, 337, 338, 339, 340/1, 340/2, 340/3, 341/3, 342/1, 342/2, 343, & 343/1, FPNo. 37 and 39/1 of T.P.Scheme No. 8 (Gotri), Bearing C.S.No.2598, 2599, 2613 and 2609 consolidated (CSNo. 2611, 2610, 2609 and 2612/B) of Village Gotri, Registration District Vadodara, Sub-registration District Vadodara to be developed/developped by the LANDOWNER/S of total admeasuring original plot area about 42897 sq. mt. in aggregate and more particularly defined in **Schedule 1** are hereinafter referred to as the "**Total Land**" or "**Project Land**" for the sake of brevity.

WHEREAS by virtue of aforesaid, "PROMOTER" has organized and undertaken, development and construction of the **Total Land** for setting up Scheme / Project which is known as "**PRATHAM BLUETS**" (hereinafter referred as the Said Scheme / Said Project) in phases.

The Promoter shall complete the entire construction in phases. The Promoter has already completed the **Pratham Bluets Phase 1 to Phase 4** having **138** units/ of **Tower Aster, Mulberry, Nightshade and Olive** (I.e. 4 Towers) of the scheme "Pratham Bluets" and received the Occupation Certificates for all the above mentioned 4 Towers. Remaining each phase shall be registered as an independent project under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERA Act" or "the RERDA, 2016") or as may be deemed necessary by the Promoter.

The Promoter will construct the Phase – 6 of the Pratham Bluets consisting of **Building / Tower – F i.e. "FLORA"**, having **112** numbers of Residential Units / Flats (hereinafter referred to as "**Said Phase**"). The Said Phase is to be developed on the part land of admeasuring area about **4700.53 smt.** of land bearing R.S.No./Block No. 335, 336, 337, 338 and City Survey No.2598, Village Gotri, Vadodara (Hereinafter known as "**Phase Land**") out of the Total Land.

AND WHEREAS Vadodara Mahanagar Seva Sadan has approved the Layout Plan and construction plans on the Total Land, vide Raja Chhithi No.HB/29/2010-11, dt.12/11/2010 and vide Revised Construction Permission No. HB/15/Ward-11/2021-2022 dated 30-04-2021.

AND WHEREAS the PROMOTER has registered the **Said Phase** under the provisions of the Act with the Gujarat Real Estate Regulatory Authority with registration no. **PR/ GJ/ VADODARA/ VADODARA/ Others/...../.....**

AND WHEREAS on demand from the ALLOTTEE, the PROMOTER has given inspection to all the documents of title relating to the Phase Land and the plans, designs and specifications prepared by the PROMOTER's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder and they are satisfied in respect of the same;

At the desire of the ALLOTTEE/S, PROMOTER/S and LAND ONWNER/S had executed an Agreement to Sell and other agreements and/or documents for identification, reservation and construction of Said Unit No. <Unit No. > having Unit Carpet Area of 102.19 smt., Unit Balcony / Otta Carpet Area of 6.33 Smt., i.e. Total Carpet Area of 108.52 Smt. located on Phase Land, forming integral part of the Said "**Phase-6**" and subsequently the scheme of PROMOTER known as "**PRATHAM BLUETS**", which Unit is hereinafter referred to as the Said Unit, and is more particularly described in the **Schedule-2** hereunder written.

This Deed of Conveyance has been executed in pursuance of the Said Agreement to Sell dated [ATS Date] registered before Sub-registrar, Vadodara, vide Serial no. [ATS Number] dated [ATS Date] and other agreements and/or documents executed in past for the reservation and construction of the said Unit.

AND WHEREAS the PROMOTER has got necessary approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the Said Phase and also obtained the Occupancy Certificate dated: <Date of OC> of said Unit/Flat of Tower-Parijat as annexed herewith as **Annexure-A**.

NOW THIS INDENTURE WITNESSETH THAT:

1. In consideration of a sum of Rs [•] paid/to be paid by the ALLOTTEE/S by way of final installment vide Cheque/DD No. _____ date _____ draw o [•] Branch, City [•] subject to clearance of the Said Cheque / DD, to the PROMOTERS, receipt whereof is hereby admitted and acknowledged, by the PROMOTERS, they hereby grant, convey, assign and transfer unto the ALLOTTEE/S the Said Unit of Said Project, more particularly described in the Schedule hereunder written, together with all rights, easements, appurtenances, interests, legal and incidental, ways, paths, sewers, drains, profits, privileges, advantages, and possession, as are in law available to the PROMOTERS, in respect of the Said Unit, or in any way appurtenant to or with the same, now or at any time held and enjoyed, and which is hereby granted, released, conveyed, and assured and intended or expressed so to be with their and every of their rights, members and appurtenances into and to the use and benefit of the ALLOTTEE/S forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the State of Gujarat and/or any other public body or local authority, in respect thereof, AND the PROMOTERS do hereby for themselves and their successor or successors and assigns, covenant with the ALLOTTEE/S, that notwithstanding any act, deed, matter or thing whatsoever by, from, through, under or in trust for it made, done, committed, omitted or willingly suffered to the contrary, they have in themselves good right, full power and absolute authority to grant, release, and convey the Said Unit hereby, released, conveyed or assured or intended so as to be up to and to lawful for the ALLOTTEE/S from time to time and at all times hereafter, to peaceably and quietly hold, enter upon have occupy, granted with their appurtenances, and receive the rents, issues and profits thereof and every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the PROMOTERS &/or their successor or successors and assigns and that free and clear and freely and clearly and absolutely acquitted, released and forever discharged, or otherwise by the PROMOTERS well and sufficiently saved, defended kept harmless. This sale deed will stand null and void and the ALLOTTEE/S shall have no right on the Unit conveyed through this Deed of Conveyance, if receipt or realization of above referred Cheque/DD from ALLOTTEE/S or financial institution is pending for whatsoever reasons, for more than seven days from the date of registration of this document.

2. The ALLOTTEE/S have purchased and the PROMOTERS have sold the Said Unit, of the PRATHAM BLUETS Phase-6, constructed as per plans or revised plans, approved or got approved permission from the Vadodara Municipal Corporation. PROMOTERS further declare that the Occupancy Certificate is also obtained for the Said Unit from the Vadodara Municipal Corporation. For common amenities assured by the PROMOTERS, the ALLOTTEE/S have made payments to the PROMOTER separately as agreed in the Agreement to Sell and other subsequent agreements / documents.
3. The ALLOTTEE/S has/have inspected the Said Unit, its boundaries, measurements, area, etc. and has/have satisfied himself / herself / themselves as to all specifications being as per this deed and he / she / they are satisfied about the same and he / she / they undertake/s not to take any dispute / objection about the same in future.
4. The ALLOTTEE/S has / have been given the report on the titles, the title deeds and the documents recited hereinabove and also the documents referred to therein and the other papers and documents relating to the title of the Said Unit, and is fully satisfied the same.
5. The ALLOTTEE/S has / have satisfied himself/herself/themselves about the authority of the PROMOTERS to the said Total lands and has/have accepted that its title is clear marketable and free from encumbrances. The PROMOTERS also confirm that the titles of the said unit/property hereby sold, are clear, marketable and free from any encumbrances, subject to the terms and conditions of this sale deed, agreement to sell and other agreements executed for the Said Unit, to the ALLOTTEES herein.
6. The ALLOTTEE/S along with other ALLOTTEES of the various other units of the Said Phase and/or other phases of PRATHAM BLUETS, has/have agreed and undertaken to join in forming and registering a Co-operative Housing Service Society Ltd (Service Society) for maintenance of the common amenities and other common expenses or become a member of an already formed Service Society and for such purpose the ALLOTTEE/S agrees/agree, from time to time, to sign and execute the application for registration and other papers and documents necessary for the formation and registration of such Service Society, including the by-laws of the Said Service Society, and no objection shall be raised, to the draft bye-laws, as may be required by the Registrar and/or other Competent Authority.
7. The ALLOTTEE/S undertakes to abide by the decisions of the PROMOTERS and/or Service Society, and shall also comply with all their requirements. The ALLOTTEE/S shall be bound to sign from time to time all papers and documents and to do all other things as the PROMOTERS and/or Service Society may require him/her/them

to do from time to time for safeguarding the interests of the PROMOTERS, the Service Society and of other ALLOTTEE/S of units of Said Phase and/or other Phases of PRATHAM BLUETS.

8. That upon conveyance of the Said Unit, The ALLOTTEE/S has expressly understood and agreed that the PROMOTERS shall have right to sell any piece of land other than the land upon which the Said Phase has been developed, which in their opinion, is not necessary for the common access nor as part of the planning, and/or does not obstruct access to the Said Unit or any other Unit(s) of the Said Phase. It is, however, specifically understood and agreed that all rights in respect of the lands under development, or any part of land which may in future be liable to be acquired by any statutory body or authority, for any reason whatsoever, or any excess area, shall be retained by and vest in the PROMOTERS, who shall be fully entitled to deal with, and dispose off the same in any manner as they may deem fit and the ALLOTTEE/S shall have no right whatsoever, in respect of the same unless and until it is specifically conveyed by the PROMOTERS. The PROMOTERS shall be entitled to hand over possession of any such lands out of the Total Lands as necessary and called upon to appropriate authority and shall also be entitled to receive compensation in respect of the same.
9. It is hereby agreed that upon obtaining the occupancy certificate from the competent authority and upon payment of the full consideration by the ALLOTTEE as per the agreement of sale and the PROMOTER shall offer in writing the possession of the Said Unit to the ALLOTTEE in terms of this deed to be taken within months from the date of issuance of such notice and the promoter shall give possession to the ALLOTTEE.
 - 9.1 The PROMOTER agrees and undertakes to indemnify the ALLOTTEE in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER. The ALLOTTEE agree(s) to pay the maintenance charges as determined by the PROMOTER or association of ALLOTTEES, as the case may be. The PROMOTER on its behalf shall offer the possession to the ALLOTTEE in writing within business days of receiving the occupancy certificate of the said Unit.
 - 9.2 The ALLOTTEE agrees to take possession of the Said Unit within days of the written notice from the PROMOTER for use and occupancy.
10. If within a period of five years from the date of handing over the Said Unit to the Allottee, the Allottee brings to the notice of the PROMOTER any structural defect in the Said Unit or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER

at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as provided under the Act. Provided that the PROMOTER 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 PROMOTER or beyond the control of the PROMOTER.

11. All the revenue, rates and taxes paid by the PROMOTERS till the date of registration of conveyance deed or till the date of Intimation of Possession whichever is earlier, and the ALLOTTEE/S shall pay the same hereafter. The ALLOTTEE/S hereby agree/s that in the event of an amount by way of premium to the Municipality or to the State Government or betterment charges or development tax or any other tax, cess, or payment of a similar nature becoming payable hereafter, by the PROMOTERS, the same shall be paid by the ALLOTTEE/S in such proportion as the area of the Said Unit bears to the Total Lands of the Said Scheme/Project, and in determining such amount, the decision of the PROMOTERS shall be conclusive and binding upon the ALLOTTEE/S and the ALLOTTEE/S has / have agreed to the Said condition.
12. The promoter shall not have any claim on FSI on Phase Land, additional FSI and terrace rights after Building Use permission has been obtained, Such rights if any will be owned by association of allottee.
13. That the Said Unit is always be known as one of the unit of "PRATHAM BLUETS" and the ALLOTTEE/S of Unit/s and/or Service Society of the Said Project shall have no right to change the name of the Said Project and the ALLOTTEE/S has / have agreed to the same.
14. The ALLOTTEE/S is/are aware that the Said Unit is a part of the overall project/scheme of the PROMOTERS. The ALLOTTEE/S agree/s that till the date of receipt of possession of the Said Unit, the ALLOTTEE/S shall have no right to carry out any construction thereon either by himself or through any other agency. This condition is the essence of the agreement and the ALLOTTEE/S shall abide by it in spirit and letter and shall not challenge its validity on any ground. The value of the Said Unit is fixed considering the Said condition and the sale of the Said Unit is also subject to Said condition and the ALLOTTEE/S has/have agreed to the Said condition.
15. DISPUTE RESOLUTION
 - 15.1 If any dispute, controversy or claim between the Parties arises out of or in connection with this Agreement, including the breach, termination or invalidity thereof ("Dispute"), the Parties shall use all reasonable endeavours

to negotiate with a view to resolving the Dispute amicably

- 15.2 In case of failure to settle the dispute amicably or by arbitration, the Dispute shall be referred to the mediation panel (if any) appointed by the Gujarat Real Estate Regulatory Authority and if not resolved then to the Gujarat Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
16. All costs, charges and expenses in connection with preparation, engrossing, stamping and registering, of this conveyance deed and any other documents required to be executed by the PROMOTERS for conveyance of the Common Areas of the Said Project/Scheme, including stamp duty and registration charges in respect of such documents, as well as the entire professional costs of the Advocates of the PROMOTERS in preparing and/or approving all such documents shall be borne and paid by ALLOTTEE/S. The PROMOTERS shall not contribute anything towards such expenses. The ALLOTTEE/S shall, pay on demand, such amount to the PROMOTERS his/her/their proportionate share in regard to the above. The amount payable under this clause is in addition to the total consideration herein paid. The ALLOTTEE/S also agree/s to pay any additional stamp duty or other levies by the Government if levied in future on the Said Unit and/or on the Said Project/Scheme.
17. If any provision of this deed 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 Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this deed 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 Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
18. AT the specific request and after proper verification of the present deed by the ALLOTTEE/S, the PROMOTER has executed the document/Deed in favour of the ALLOTTEE/S for which the ALLOTTEE shall indemnify the PROMOTERS & LANDOWNERS against the same.
19. STAMP DUTY
- The ALLOTTEE/S shall be liable to pay stamp duty registration charges and/or any other statutory levies arising from the allotment of the Said Unit and/or execution of this Deed.

Annexure-A
Copy of Occupation certificate.

SCHEDULE-1

(Description of Total Project Land)

Registration District and Sub-District Vadodara, Village Gotri. part of R.S. Nos. 332, 333, 334, 335, 336, 337, 338, 339, 340/1, 340/2, 340/3, 341/3, 342/1, 342/2, 343, & 343/1, Non-agricultural land admeasuring original plot area about 42897 Square Meters Bearing C.S.No. 2598, 2599, 2613 and 2609 (consolidated of CSNo. 2611, 2610, 2609 and 2612/B), Final Plot No. 37 & 39/1 of TPSNo. 8 (Gotri).

The Said Total Land / Project Land of scheme Pratham Bluets is bounded as under, and as earmarked in the layout plan as laid out in **Annexure-A.**

On or towards East by Land bearing RSNo. 343, 325, 326, 327 & 321 of Village Gotri.

On or towards West by Naliya Road

On or towards North by Naliya road and land nearing R.S.No. 322 & 348 of Village Gotri.

On or towards South by Naliya Road.

SCHEDULE-2

(Description of the Said Unit)

Phase – 6 of the scheme Pratham Bluets consisting of Building / Tower – F i.e. “Flora”, having 112 numbers of Residential Units / Flats, is developed on the part of the land bearing R.S. No. / Block No. 335, 336, 337 & 338, FPN0. 39/1 Part of T.P. Scheme No. 8 (Gotri), City Survey No. 2598 admeasuring Phase land area about 4700.53 smt., Registration District and Sub-District Vadodara, Village Gotri, Vadodara, can be seen in the plot layout plan annexed as Annexure-A.

Unit Number <Unit no.>, of Flora - Tower, on <Number of floor> Floor, in the Said Pratham Bluets Phase-6, having **Unit Carpet Area of 102.19 smt., Unit Balcony / Otta Carpet Area of 6.33 Smt, i.e. Total Carpet Area of 108.52 Smt.** is hereby sold.

Said Unit along with its undivided proportionate share of **<Proportionate land area in smt.>** smt. in the Total Project Land in the proportion to the “FSI utilized for constructing the Said Unit” to the “Total FSI to be utilized / proposed to be utilized time to time for developing the Said Project Land” is hereby sold.

The said Unit No. [•] of Flora Tower is bounded as under.

On or towards East by [East]
On or towards West by [West]
On or towards North by [North]
On or towards South by [South]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this deed of conveyance at Vadodara in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

JAYANT SHANTILAL SANGHVI
The Managing Partner of M/S. PRATHAM PROPERTIES
(THE PROMOTER)

WITNESSES:

1) Name: 2) Name:
Signature: _____ Signature: _____

Photograph/s of Unit no. «Unit No» of Flora Tower of “Pratham Bluets”,

Situated at Gotri, Vadodara.

Preliminary Draft

ADDRESS:

“Pratham Bluets”

Nr. Green Woods, Gotri - Sevasi Road, Vadodara.

«Name_of_the_legal_owner_1» _____

«Name_of_the_legal_owner_2» _____

JAYANT SHANTILAL SANGHVI

Photograph/s of Unit no. «Unit No» of Flora Tower of “Pratham Bluets”,

Situated at Gotri, Vadodara.

Preliminary Draft

ADDRESS:

“Pratham Bluets”

Nr. Green Woods, Gotri - Sevasi Road, Vadodara.

«Name_of_the_legal_owner_1» _____

«Name_of_the_legal_owner_2» _____

JAYANT SHANTILAL SANGHVI

SCHEDULE AS PER SECTION 32(2) OF REGISTRATION ACT

PROMOTER/S		

JAYANT S. SANGHVI		
The Managing partner		
Of M/S. PRATHAM PROPERTIES		
ALLOTTEE/S:		

«Name_of_the_allottee_1»		

«Name_of_the_allottee_2»		

«Name_of_the_allottee_3»		

«Name_of_the_allottee_4»		