DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE (hereinafter referred to as the **"Conveyance Deed"**) is made at Ahmedabad on this ____ day of _____, 2019.

BETWEEN

SHANTAM DEVELOPERS [PAN : ADMFS 0492 D] a partnership firm incorporated under the provision of the Indian Partnership Act, having its office at F-06, Ashray Flat, Near Indira Bridge, Hansol, Ahmedabad., represented through its administrator partners **(1) Satishbhai Kantilal Patel, (2) Kishan Gopaldas Modi** Both Adult, Religion : Hindu, Occupation : Business, hereinafter referred to as the "**Owner**-**Developer**" or **'Promoter'** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner) of the First Part;

AND

_____, [PAN : _____] age: years, residing at _____ hereinafter referred to as the "**Allottee"** or "**Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its legal representatives, executors, successors and permitted assigns) **of the Second Part**.

For the sake of convenience, the Owner-Developer and the Allottee shall be hereinafter collectively referred to as the **Parties** and individually as **Party**.

WHEREAS

A. The Owner-Developer is seized and possessed of or otherwise well and sufficiently entitled to all that non agricultural total land admeasuring **505 square meters** of Town Planning Scheme No. 12, of Final Plot No. 128 paiki of Survey No. 1093/P of Sub Plot No. 01 situated, lying and being at Mouje Naroda, Taluka of Asarwa, in the Registration District of Ahmedabad, and Sub District of Ahmedabad-6 (Naroda). (hereinafter referred to as the "**said Land**") and as more particularly described in the ***Schedule-I*** hereunder written.

B. The District Collector, Ahmedabad, Non Agriculture permission had granted to Final Plot No.128 paiki admeasuring 505 square meters vide order No. N.A./U-1/NARODA/7137 dated 27-04-1987 (hereinafter referred to as the **"N A Permission"**) in accordance with the terms and conditions set out therein.

C. By virtue of a Deed of Conveyance of survey no. 1093/P of Sub Plot No. 01 registered sale deed which was registered with Sub Registrar Ahmedabad-6 (Naroda) wide Serial No. 8990 dated 11-05-2018 and entry to that effect in revenue record of right vide mutation entry no. 22282 dated 19/10/2018 which was certified dated 24/12/2018.

D. The Owner-Developer has promoted a commercial project known as **"SHANTAM-I"** to be developed on the said Land comprising of One Block being Shops & Offices for 7 Floors **(hereinafter referred to as the "said Building")** alongwith the development of various common facilities, amenities and recreation in the common areas of the said Land and the said Building. The development of the said Building on the said Land as well as the common facilities/ amenities to be developed in the common areas of the said Building and the said Land shall be hereinafter referred to as "**said Project**".

E. That Ahmedabad Municipal Corporation sanction Plans for making construction for Commercial Scheme purpose on the aforesaid Land and issuing Development Permission by its Case No. BLNTI/NZ/190119/CGDCRV/A1474/RO/M1 Dated 01-04-2019 by Rajachitthi No. 01450/090119/A1474/RO/M1 for Block No. A (hereinafter referred to as the **"Approved Plans"**) and the permission to commence the construction of the said Project on the said Land was given by the AMC (hereinafter referred to as the **"Commencement Certificate").** A copy of the said Commencement Certificate is attached herewith as **Annexure-A** hereto.

For the sake of convenience and reference in this Deed of Conveyance :-

i. The said land where the Said Project will developed the stair cases, lifts, staircase and lift lobbies, fir escapes, common entrances and exits of buildings, common terraces, open parking areas, common storage spaces, management office, security cabins water tanks, sanitation, system for water conservation, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, all facilities as provided in the said Project shall be referred to as the "Common Areas":

ii. The facilities provided in the Common Areas and to be used in undivided form collectively by the Allottee in the Project. (as more particularly described in the **Second Schedule** herewith)

F. In pursuance to the aforesaid, the Promoter herein is in absolute ownership and possession of the Project Land and legally entitled to develop the Project and also enter into the Agreements to Sell, Conveyance, transfer Deed in relation to the sale of Commercial units in the Project in favor of the Allottee and receive the sale consideration in respect thereof.

G. The Allottee herein approached the Promoter herein with the intent to purchase a shops/offices in the said Project and in pursuance to the discussion held amongst the Parties, the Promoter has agreed to allot/sale and the Allottee has agreed to purchase Shop/Office No._____ situated on __ Floor in Block A admeasuring construction carpet area____ sq.mtrs. in the said Building **"**SHANTAM-I" ("Said Property" or "Said Unit" or "Said Building") together with the undivided proportionate share admeasuring _____ square meters in the said Land (hereinafter referred to as the **"Undivided Proportionate Share"**) and the Common Facilities as well as the rights to use the said Common Facilities with all the other Allottee in the Project.

H. The carpet area of the said Unit as set out above. "carpet area" means the net usable area of an said Unit, excluding the area covered by the external walls and areas under services shafts but includes the area covered by the internal partition walls of the said Unit.

I. Pursuant to the above Promoter has issued letter of allotment in respect of the said Unit to the Allottee and upon payment of the amount equivalent to 10% or thereabout as well as additional amount of earnest money by the Allottee to the Promoter, the Promoter has agreed to sell the Said Shop/Office to the Allottee for a consideration of **Rs._____/- (Rupees _____ Only)** (the said consideration including the proportionate price of the common areas and facilities and Undivided Proportionate Share, hereinafter referred to as the **Sale Consideration).**

For the sake of convenience and reference in this Deed of Conveyance :

The said Property and the Undivided Proportionate Share as well as the Common Facilities and right to use it shall be collectively referred

to as the "said Property"; the said Property is more particularly described in the **Third Schedule** hereunder written.

J. The Promoter has given inspection to the Allottee of all the documents of title relating to the project 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 (hereinafter referred to as "the said Act") and the Gujarat Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as "the said Rules") made thereunder and the Allottee if satisfied in respect of the same;

K. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of revenue records/city survey records showing the nature of the title of the Promoter to the Project Land on which the said Project is developed or to be developed have also been inspected by the Allottee and is satisfied in respect of the same.

L. The Promoter has submitted the Project for registration with the Real Estate Regulatory Authority (RERA) as per the provisions of the Said Act and the Said Rules and pursuant to the same the Project has been registered with RERA under Reference/Order

_____

M. The authenticated copies of the Approved Plans of the Layout as approved by the Ahmedabad Municipal Corporation, the authenticated copies of the plans and specifications of the Said shop/office agreed to be purchased by the Allottee and the authenticated copies of the layout and floor plans as proposed by the Promoter and according to which the construction of the projects and Common Areas are proposed to be provided for in the said Project has been inspected by the Allottee. (copy of the relevant floor plan is annexed herewith at **Annexure)**

N. The Promoter has undertook that the development of the said Project as per the Approved Plans and also has completed the construction of the said Building and other development works of the said Project as per the Approved Plans; and pursuant to the same at present said

project is running therefore AMC has not issued Occupancy Certificate (OC) and/or the Building Use Permission (BU).

O. In pursuance to the confirmations, representations and assurances given by the Parties to each other to faithfully abide by all the terms, conditions and stipulations contained in the Agreement and all applicable laws the Promoter is hereby executing this Deed of Conveyance in respect of the Said Property in favor of the Allottee.

NOW THIS INDENTURE WITNESSETH THAT

1. In respect of the said Property to the Allottee and upon payment of the amount equivalent 10% or their above as well as additional amount of earnest money by the Allottee to the promoter, the promoter has agreed to sell the property for a total consideration of Rs._____ (Rupees _____Only) and entered in to sale deed in respect of the said property in accordance with the terms and conditions setout thereunder. The said sale deed has been registered in the office of the sub-registrar of assurance, Ahmedabad-6 (Naroda) vide Serial No._____, on _____ (hereinafter referred to as the Agreement)

2. In pursuance of the aforesaid and the full and final aggregated amount of Sale Consideration of Rs._____ (Rupees _____ _____Only) being duly paid by the Allottee to the Owner-Developer (the receipt whereof the Owner-Developer doth hereby admit and acknowledge and acquit, release and discharge the Allottee from every part thereof forever), the Owner-Developer doth hereby convey, transfer, assign, assure, grant in favour of the Allottee free from encumbrance and reasonable doubts the right title and interest in the said Property being **Shop/Office No.**_____ situated on ___ **Floor** in **Block-**____ admeasuring construction **carpet area**____ **sq.mtrs.** of the said Building together with the undivided proportionate share in _____ **square meters** in the said Land along with rights to use the common amenities and facilities in the said Project known as **"SHANTAM-I"** and that the Owner-Developer has simultaneously upon execution hereof entitled the Allottee an irrevocable license to enter upon the Said Shop/office to undertake the activities in relation to the interior and designing of the said Unit. The

Promoter having handed over and the Allottee having taken over vacant, peaceful and physical possession of the Said Shop/Office free from all encumbrances; this deed shall be valid only after realization of all the payments; and if any cheques or payments not realized pursuant to the execution hereof then in such event all the transaction made by the Allottee by way of mortgage, sale, transfer, gift, lease etc., in respect of the Said Property shall become void, invalid and illegal.

3. The Allottee and its successors in title and assigns at all times hereafter at will and pleasure for all permitted purposes shall be entitled to free *ingress* to and *egress* from the said Property AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Owner-Developer in to out of or upon the Said Shop/Office or any part thereof and TO HAVE AND TO HOLD all and singular the said Property hereby transferred, assigned, granted and assured or intended or expressed so to be with their and every of their rights and appurtenances UNTO AND TO THE USE and benefit of the Allottee, their successors in title and assigns forever however SUBJECT TO the terms herein contained including the payment of all AND THAT notwithstanding any act, deed, matter or thing whatsoever by the Owner-Developer or any person or persons lawfully or equitably claiming by, from, through, under or in trust for it made, done, committed, omitted or knowingly or willingly suffered to the contrary the Owner-Developer now hath in itself good right full power and absolute authority to grant convey transfer and assure the said Property hereby granted conveyed transferred and assured or intended so to be unto and to the use of the Allottee in manner aforesaid AND THAT it shall be lawful for the Allottee from time to time and at all times hereafter peaceably and quietly to hold enter upon, use, occupy, possess and enjoy the said Property hereby granted conveyed transferred and assured with their appurtenances without any hindrance, lien, charge, interest, denial, demand, interruption, eviction and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit AND THAT the Owner-Developer has handed over the

copies of all the relevant documents, abstracts and extracts in relation to the Said Property.

4. The Allottee covenants that a whenever said society registered under the provisions of the Gujarat Co. Op. Societies Act, to be known as the **"SHANTAM-I Co-operative Housing Service Society Ltd."**, and said service society has been incorporated for the proper and effective administration of the said **"SHANTAM-I Co-operative Housing Service Society Ltd."** and the Allottee shall be become a member of the said service society and shall also liable for the payment of maintenance deposit and maintenance charges etc., on demand in respect of the said Property to the said Society and shall follow all the rules, regulations and byelaws of the said service society from time to time & shall use the common amenities/facilities along with other members of the said service society. Further after completion of the said project the allottee has to handed over the passion of undivided area of the said scheme to the said service society.

5. The Allottee represents, undertakes and warrants that : -

i. The Allottee, as the unit holder in the said Building, will duly get admitted as the member of the said Society and will sign and execute all such necessary application forms, affidavits, declarations, undertakings, model bye laws/bye laws formed by the said Society from time to time and at all times as may be required and amended by the Owner-Developer and/or the said Society;

ii. The Owner-Developer shall be in absolute control of the said Project as well as all the unsold Shops/Offices in the said Project till the Owner-Developer has received full and final consideration for each and every Shops/Offices in the said Project and each one of them is duly conveyed/transferred in favor of its respective Allottees;

iii. Any transfer or assignment *inter-vivos* or by operation of law or any disposal in any manner whatsoever, of rights under these presents by the Allottee or by way of transmission thereof on account of

inheritance or succession shall always take effect along with the shares and membership of the said Society and as per common interest, and as per the bye-laws of the said Society;

iv. The Allottee herein shall be required to obtain a prior approval and a no objection letter from the Owner-Developer till the management of the said Project is handed over to the said Society and Society thereafter in the event the Allottee herein intends to sell, convey, mortgage, lease, sub lease, sub let or transfer its right, title and interest in the said Property to any other person in any manner whatsoever. The Allottee herein shall be responsible for the payment of the Transfer Fees and all outstanding dues to the Owner-Developer till the sale of all the shops/Offices in the said Project is duly completed and the possession of each Shop/Office is handed over to the respective prospective Allottees and the operation and management of the said Project is handed over to the said Society and only subject to which the Owner-Developer or the said Society (after the operation and management of the said Project is handed over to the said Society) shall permit and allow such transfer;

v. Over and above the representations, covenants, undertakings, declarations given by the Allottee herein as well as the terms and conditions set out in this Conveyance Deed the Allottee shall comply with, perform and observe all the conditions, provisions, obligations, stipulations, covenants and restrictions as set out in the agreement to sell/booking letter/allotment letter hereto & the same shall be covenants running with the sale of said Property in favor of the Allottee and their successors from time to time;

vi. All stamp duty (present and future), registration charges and legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by the Allottee only. The Allottee has also deducted TDS in respect of the payment made to the Owner-Developer as per the provision of the Income Tax Act 1961.

vii. The said Land does not fall under the Disturbed Area and is not subject to The Gujarat Prohibition of Transfer of Immovable Property & Provision for Protection of Tenants from Eviction from Premises in Distributed Areas Act, 1991.

viii. If within a period of five years from the date of handing over the Said Shop/Office to the Allottee, the Allottee brings to the notice of

the Promoter any structural defect in the Said Shop/Office or the Project in which the Said Shop/Office are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its 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 and for all the damages that may have occurred due to any act or omission of the Allottee which otherwise could have been prevented.

ix. The Promoter shall not have any claim over F.S.I. additional F.S.I. and Terrace Right after Building Use permission has been obtained and such right if any will be enclosed by the Society of Purchaser/Buyers.

x. SEVERABILITY

If any provision of Sale 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 sale deed shall be deemed amended or deleted in so far as reasonably inconsistent wan the purpose of Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of Agreement to sale / Sale Deed shall remain valid and enforceable as applicable at the time of execution of Sale Deed.

. 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.

FIRST SCHEDULE ABOVE REFERRED TO

PROJECT LAND

All that totally non agricultural total land admeasuring **505 square meters** of Town Planning Scheme No. 12, of Final Plot No. 128 paiki of Survey No.

1093/P of Sub Plot No. 01 situated, lying and being at Mouje Naroda, Taluka of Asarwa, in the Registration District of Ahmedabad, and Sub District of Ahmedabad-6 (Naroda).

On or towards East - 40.32 sq mtr common road

On or towards West - F.P no: 129

On or towards North - sub plot no: 128/a pakki sub plot no: 2

On or towards South - 12.19 sq mtr common road.

SECOND SCHEDULE ABOVE REFERRED TO

Internal Access, Common underground water tank with pressure pump, plantation,One main gates with security cabin, Internal Drainage lines, Borewell, Street Lights, Percolating Well, CCTV Cameras for common area surveillance and security cabin.

SCHEDULE 'A'

DESCRIPTION OF THE SAID PROPERTY

All that property being **Shop/Office No.**_____ situated on ___ **Floor** in **Block-**____ admeasuring construction **carpet area**_____ **sq.mtrs.,** and, in the said Building **"SHANTAM-I"** together with undivided share _____**square meters,** in the said land admeasuring **505 square meters** of Town Planning Scheme No. 12, of Final Plot No. 128 of Survey No. 1093/P of Sub Plot No. 01 (land admeasuring 505 square meters) situated, lying and being at Mouje Naroda, Taluka of Asarwa, in the Registration District of Ahmedabad, and Sub District of Ahmedabad-6 (Naroda)., also together with the undivided rights in common amenities and facilities provided in the said scheme **"SHANTAM-I"** and said Shop/Office is bounded as follows:

On or towards East -
On or towards West -
On or towards North -
On or towards South -

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this sale deed at Ahmedabad in the

presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITH)
NAMED - PROMOTER/ VENDOR)
)
SHANTAM DEVELOPERS)
a registered Partnership firm,)
through its authorized Partners)
)
(1) Satishbhai Kantilal Patel,) _____
)
)
)
)
(2) Kishan Gopaldas Modi,) _____

IN THE PRESENCE OF WITNESSES :

1._____

2._____

RECEIPT

Received by the Owner-Developer an amount of Deed of Conveyance Consideration of **Rs.** _____**/- (Rupees** _____**Only)** after deducting the applicable Tax Deducted at Source under the provisions of the Income Tax Act, 1961 from the Allottee and the details whereof is set out herein under :-

Sr.	Amount (Rs.)	Date	Reference No.	Bank & Branch
1.				
2.				
3.				

Rs.	**/-**	**(Rupees**		**Only)**

PHOTOGRAPH OF THE SAID PROPERTY

PHOTOGRAPH OF THE SAID PROPERTY

SCHEDULE

UNDER THE PROVISIONS OF SECTION 32(A) OF REGISTRATION ACT

OWNER - DEVELOPER

SHANTAM DEVELOPERS, A Partnership firm, through its authorized Partners

_____

(1) Satishbhai Kantilal Patel,

_____

(2) Kishan Gopaldas Modi

ALLOTTEE - PURCHASER

_____