

DEED OF CONVEYANCE

For Sale of Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), in Block “_____”, admeasuring _____ sq.mts. (Carpet Area), 1 (One) Varanda admeasuring _____ sq.mts., 2 (Two) Varanda admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., togetherwith undivided proportionate share admeasuring _____ sq.mts., in the a scheme known as “**Dev Solitaire**”, standing on the piece and parcel of N.A. land situated, lying and being at Mouje : Vejalpur, Taluka : Vejalpur, Dist.: Ahmedabad bearing T. P. Scheme No. 27 (Vejalpur) and Final Plot No. 66 (given in lieu of Revenue Survey Nos. 1313/3 paiki and 1314 paiki), admeasuring 2415 sq.mts., in the Registration District Ahmedabad and Sub-District, Ahmedabad-10 (Vejalpur), at Ahmedabad for **Rs. _____/- (Rupees _____ Only.**

THIS INDENTURE made at Ahmedabad this _____ th day of _____ in the Christian Year 2017
BETWEEN :-

Promoter / Vendor / Developer Party of The First Part	M/s. Soham Procon , a Partnership Firm, PAN : Having it's Office at : 404/E, Shahjanand Shoping Center, Opp. Swaminarayan Tempal, Shahibaugh, Ahmedabad-38004, through it's Authorized Partner, Shri Vipulkumar Jivanlal Patel Aged : Adult, Occupation : Business and Residing at : _____ _____, Ahmedabad.
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Hereinafter called “THE VENDOR / VENDOR” and/or “The Developer and Builder” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Vendor and it's Successors and assigns) of the First PART/ THE PARTY OF THE First PART.

Allottee/ Purchaser/ PARTY OF THE SECOND PART	Mr. _____ PAN : Adult, Hindu, Occupation : _____ Residing at : _____, _____ Ahmedabad.
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Hereinafter called “THE PURCHASER” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Purchaser and each of his/her/their/its heirs, executors, administrators and assigns) of the SECOND PART/ THE PARTY OF THE SECOND PART.

WHEREAS The Developer and Builder absolutely possessed (leasehold right holder for 99 year) of and otherwise well and sufficiently entitled to all that piece and parcel of non-agricultural leasehold land situate, lying and being at Mouje : Vejalpur, Taluka : Vejalpur, Dist.: Ahmedabad bearing T.P. Scheme No. 27 (Vejalpur) and Final Plot No. 66 (In lieu of Revenue Survey Nos. 1313/3 paiki and

1314 paiki), admeasuring 2415 sq.mts. in the Registration District, Ahmedabad and Sub-District, Ahmedabad-10 (Vejalpur), which is more particularly described in the Schedule - A hereunder written. (Hereinafter referred to as the "Said Land"), The Developer and Builder, with a view to develop the Said Land in its entirety and in order to sell the residential accommodations, evolved a Residential Scheme described as "**Dev Solitaire**" (Hereinafter may also for short be described as "Project or Scheme"), the details and specifications whereof are given in Schedule "A" attached herewith.

1. AND WHEREAS the purchaser has desired to acquire a Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), in Block "_____", admeasuring _____ sq.mts. (Carpet Area), 1 (One) Varanda admeasuring _____ sq.mts., 2 (Two) Varanda admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., togetherwith undivided proportionate share admeasuring _____ sq.mts., in the a scheme known as "**Dev Solitaire**", (hereinafter may also for short be described as "Said Residential Unit") the details and specifications whereof are given in Schedule "B" attached herewith.
2. AND WHEREAS vide Notification dated 27-04-2007 of Town Development and Town Housing Development Department the said land bearing T. P. Scheme No. 27 (Vejalpur) and Final Plot No. 66 (In lieu of Revenue Survey Nos. 1313/3 paiki and 1314 paiki), admeasuring 2415 sq.mts. as "Sale For Residential Use Purpose" was allotted to Ahmedabad Municipal Corporation, Ahmedabad, and the entry to that effect was also entered in the revenue records of mutation entry book viz. Village Form No.6, under Serial No. 15465 dated 1-9-2014 duly certified by the concerned revenue authority on 19-11-2014.
3. AND WHEREAS said Ahmedabad Municipal Corporation, Ahmedabad has passed Resolution No. 132 dated 27-6-2014 approving Standing Committee Resolution No. 138 dated 5-6-2014 and given advertisement in the news paper, namely "Gujarat Samachar" on 16-9-2014 and "DNA" on 17-09-2014 and invited Tender for the said land bearing T. P. Scheme No. 27 (Vejalpur) and Final Plot No. 66 (In lieu of Revenue Survey Nos. 1313/3 paiki and 1314 paiki), admeasuring 2415 sq.mts. and M/s. Soham Procon, a Partnership Firm through its Partner Shri Vipulkumar Jivanlal Patel has given highest offer of Rs.66,400/- per sq.mts. in auction of the said plot and therefore the tender of M/s. Soham Procon, a Partnership Firm through its Partner Shri Vipulkumar Jivanlal Patel has been accepted by Ahmedabad Municipal Corporation, Ahmedabad and said M/s. Soham Procon, a Partnership Firm through its Partner Shri Vipulkumar Jivanlal Patel has made payment of Rs.16,03,56,000/- for the said land bearing T. P. Scheme No. 27 (Vejalpur) and Final Plot No. 66 (In lieu of Revenue Survey Nos. 1313/3 paiki and 1314 paiki), admeasuring 2415 sq.mts. to Ahmedabad Municipal Corporation, Ahmedabad.
4. AND WHEREAS the Ahmedabad Municipal Corporation, Ahmedabad has handed over actual, physical and vacant possession of the said Land in question to M/s. Soham Procon, a Partnership Firm, as it is seen from Copy of Possession Letter dated 3-6-2015 duly signed by Shri Vipulkumar Jivanlal Patel as Partner of M/s. Soham Procon, a Partnership Firm and Deputy Estate Officer (New West Zone), Ahmedabad Municipal Corporation, Ahmedabad.

5. AND WHEREAS said Ahmedabad Municipal Corporation, Ahmedabad has leased the said land bearing T. P. Scheme No. 27 (Vejalpur) and Final Plot No. 66 (given in lieu of Revenue Survey Nos. 1313/3 paiki and 1314 paiki), admeasuring 2415 sq.mts. to Vendor i.e. M/s. Soham Procon, a Partnership Firm for a term of 99 years from the date of possession of the land i.e. 03-06-2015 by a Lease Deed which was duly executed by Ahmedabad Municipal Corporation, Ahmedabad through its Estate Officer Shri Pritam N. Raut in favour of M/s. Soham Procon, a Partnership Firm through its Partner Shri Vipulkumar Jivanlal Patel, which was duly registered with the Office of the Sub-Registrar, Ahmedabad – 10 (Vejalpur), under Serial No. 4045 dated 19-8-2015, and the entry to that effect was also entered in the revenue records of Mutation Entry book viz. Village Form No.6 under Serial No. 16074 dated 6-01-2016 which was duly certified and confirmed by the concerned authority on 09-03-2016.
6. AND WHEREAS The Developer and Builder has made available to the Purchaser the details of the Residential and Commercial Project, the plans duly approved by Ahmedabad Municipal Corporation, Ahmedabad vide Rajachitthi No. 4883/270815/A4877/RO/M1 dated 07-11-2015 issued by Dy. Municipal Commissioner, New West, Ahmedabad Municipal Corporation, Ahmedabad for the said Land bearing T. P. Scheme No. 27 (Vejalpur) and Final Plot No. 66 (given in lieu of Revenue Survey Nos. 1313/3 paiki and 1314 paiki), admeasuring 2415 sq.mts. and given specifications of the Said Residential Units and other details in respect of the common infrastructure, amenities, services of/in the said Project for the common use of the premises holders to form part of the said Project. The Purchaser has/have perused, studied, satisfied and has made aware himself/herself/themselves/itself about the same to his full satisfaction.
7. AND WHEREAS Building Use Permission has been also approved and granted by Ahmedabad Municipal Corporation vide Order bearing No. _____ dated _____ issued by Dy. Municipal Commissioner, New West, Ahmedabad Municipal Corporation, Ahmedabad.
8. AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____ authenticated copy is attached in Annexure 'A';
9. AND WHEREAS on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architects Messrs _____ 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 Rules and Regulations made thereunder and the Purchaser is satisfied in respect of the same;
10. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Vendor to the project land on which the Flats are constructed or are to be constructed have also been inspected by the Purchaser and is satisfied in respect of the same.

11. AND WHEREAS the carpet area of the said Flat is _____ square meters/square feet and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony admeasuring _____ sq.mts. and Verandah-1 admeasuring _____ sq.mts., Verandah-2 admeasuring _____ sq.mts. and exclusive open terrace admeasuring _____ sq.mts. but includes the area covered by the internal partition walls of the Flat.
12. AND WHEREAS the Vendor has executed an Agreement to Sale in respect of the said Flat No. _____ in question in favour of Purchaser by an Agreement to Sale, and also duly registered with the Office of the Sub- Registrar, Ahmedabad – 10 (Vejalpur), under Serial No. _____ dated _____.
13. AND WHEREAS the Vendor herein has agreed to sell Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), in Block “_____”, admeasuring _____ sq.mts. (Carpet Area), 1 (One) Varanda admeasuring _____ sq.mts., 2 (Two) Varanda admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., togetherwith undivided proportionate share admeasuring _____ sq.mts., in the a scheme known as “**Dev Solitaire**” at or for the price/consideration of **Rs. _____/- (Rupees _____ Only) (as mentioned hereunder)** to the Purchaser herein by execution and registration of Deed of Conveyance required according to the law for the time being in force, on the terms and conditions which have been duly accepted by the Purchaser and such terms and conditions are also contained herein.

(i)	Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), in Block “_____”, admeasuring _____ sq.mts. (Carpet Area), in the a scheme known as “ Dev Solitaire ”.	Consideration of Rs. _____/-
(ii)	Balcony/verandha 1 having area _____ admeasuring _____ sq.meters/sq.feet.	Consideration of Rs. _____/-
(iii)	balcony/verandha 2 having area _____ admeasuring _____ sq.meters/sq.feet.	Consideration of Rs. _____/-
(iv)	wash area balcony having area _____ admeasuring _____ sq.meters/sq. Feet.	Consideration of Rs. _____/-
(v)	open terrace having area admeasuring _____ sq.meters/sq. Feet	Consideration of Rs. _____/-
(vi)	Open Parking spaces bearing No. _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed.	Consideration of Rs. _____/-
(vii)	Covered parking spaces bearing No. _____ situated _____ at Basement and/or stilt and /or _____ podium	Consideration of Rs. _____/-
	The total aggregate consideration amount for the said Flat mentioned herein above from clause I a (i) to (vii) is thus Rs. _____/- (including the proportionate	

	price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities)
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14.
- AND WHEREAS the Purchaser has/have through its authorized representative have verified Plan, Permission, Structural Stability through Architect and Engineer and all Legal Documents of the property including draft Deed of Conveyance through the Lawyer and also measured the actual area of the property by competent person and thereafter, satisfied with the Legal Documents, Structural Stability and area measured now the Purchaser has/have requested the Vendor to execute Deed of Conveyance of the said property being these presents which the Vendor has/have agreed to do so in the manner as its hereinafter appearing.
15.
- NOW THIS INDENTURE WITNESSETH THAT in consideration of the said property contained hereinabove and in consideration of the sum of **Rs. _____/- (Rupees _____ Only) (as mentioned above Point No. 12)** paid by the Purchaser to the Vendor as appended herein below in the Memo of Consideration on or before execution of these presents (the receipt of the said sum of **Rs. _____/- (Rupees _____ Only) (as mentioned above Point No. 12)** the VENDOR do hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge to the said Purchaser. The Vendor do hereby grant, sell, assign, release, convey and assure unto the said Purchaser forever the said property as also it all right, title and etc. TOGETHER with full right, and absolute authority as owner and member of the said Scheme to use, occupy and enjoy all the common facilities and amenities as has been provided for the benefit of all member of the scheme subject to rules, regulation etc. TO HAVE AND HOLD ALL and singular the said property hereby granted conveyed and assured forever with the right to continue to use, occupy and enjoy the same as owner and member of the said Scheme subject to payment of rates, taxes, assessments, dues, duties administration charges now chargeable upon the same or hereafter to become payable to the State of Gujarat or any other Public Body in respect thereof including AMC as also to the Service Society to be incorporated (Proposed), and the Vendor dose hereby for itself and its executors, administrators and assigns covenants with the Purchaser that notwithstanding any acts, deeds, matters or things whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from through, under or in trust for either of them made, done, committed, omitted or knowingly or willingly suffered to the contrary, The Vendor has good right, full power to grant, release, convey, assign and assure the Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), in Block “_____”, admeasuring _____ sq.mts. (Carpet Area), 1 (One) Varanda admeasuring _____ sq.mts., 2 (Two) Varanda admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., togetherwith undivided proportionate share admeasuring _____ sq.mts., in the a scheme known as “**Dev Solitaire**” hereby granted, released, conveyed and assured or intended or expressed to be unto and to the use of the said Purchaser in the manner aforesaid and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said premises hereby granted with appurtenance, and receive the rents, issues and profits hereof and of every part thereof to and own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or it successors in business and assigns lawfully or equitably claiming or to claim by, from, under or in trust

for it and that it is hereby specifically declared that the Purchaser undertakes to observe, perform and obey all the rules, regulations etc., of Service Society to be incorporated (Proposed), NOTWITHSTANDING anything contained hereinabove above, it is hereby declared that the Vendor has transferred, conveyed and assured unto the Purchaser the said property and to have and hold the same subject to such covenants, obligations, conditions, provisions, stipulations as may have been prescribed by the said Scheme by Vendor and the said Service Society from time to time.

16. The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/She/They/It shall use the garage or parking space only for purpose of Keeping or parking vehicle.

The Purchaser along with other Purchaser(s) of Flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member. including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

The Purchaser has/have paid to the Vendor a sum of Rs. _____/- for meeting an legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

17. **ALLOTTEE / PURCHASER COVENANT HERE**

- i. To maintain the Flat at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the

Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Flat 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 Flat 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 damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Pay to the Vendor within fifteen days of demand by the Vendor, his share of security . deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- v. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser for any purposes other than for purpose for which it is sold.
- vi. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.
- vii. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and By-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- viii. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- ix. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

The Purchaser, himself / herself / themselves / itself and through his / her / their / it's advocate / solicitors has / have verified the title of the said Land belonging to the Vendor as clear, marketable and free from all encumbrances charge, lien, mortgage and examined the plans, specification, design of the scheme and liked the said Property and accordingly has purchased the said property. The Purchaser have/have been fully informed about Structural Stability, the quality of the building material, fixtures, fittings to be used and other facilities, amenities to be provided to them, payment schedule, and also the terms and conditions of the sale stated herein, the Purchaser has/have been fully informed about the appointment of Developers, Supervisors, Architect and Structural Engineer of the said scheme and the Purchaser are fully satisfied about their work and Structural Stability of building and have found the same in order and is/are satisfied with the same. Hence, the Purchaser is/are not entitled to raise and will not raise any dispute with regard thereto in future and if he/she/they/it raise, will be of no avail whatsoever.

The Purchaser is/are entitle to use and utilized only Flat premises as the owners, That the Purchaser shall not do or permit anything to be done on the said premises which may be a nuisance, annoyance or disturbance to the other property owners, Purchaser shall not interfere or cause damage in the Scheme whether located outside of the Property, such as, colour scheme of building, structural change, change in elevation, water supply lines, drainage lines, streetlights and such other properties.

The Purchaser shall not make any temporary or permanent additions or alterations in the building, nor shall do anything which may cause damage or which may weaken the structure of the building, like slab, columns, beams, load bearing walls, etc., also not to make dig any holes in the beams and columns of the building, similarly, the Purchaser shall not do anything which will not give proper decorum and decency to the building. The Purchaser shall not carry out any structural change without prior written consent of the Society-Proposed.

Until Individual assessment of Flat of the said scheme made, the Purchaser shall pay regularly all local and Central Government Taxes including Local Authority tax, education cess., electric burning charges, water charges, Administrative/ Maintenance expenses of the Vendor Company, etc. as fixed by the Service Society from time to time.

The Purchaser hereby agrees with the Vendor and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and contained in this Agreement and to keep the Vendor indemnified against the said payments and observance and performance of the covenants and conditions contained herein expect so far as the same ought to be observed by the Vendor.

THAT the Vendor at all times shall be entitled to make construction over the terrace of the building, as per available floor space index under the building regulations of the local authority. The Purchaser shall not be entitled to restrain and/or obstruct the Vendor from doing so. It is also made clear that such persons/companies shall be entitled to use, utilize

and enjoy all common amenities, facilities and services as also all common portions meant for the common use of the owners/occupiers of the premises in the building and Purchaser is/are not entitled to restrain and obstruct such use, occupation and right of said party. The occupiers of the terraces and his/her/their/its invitees shall always be entitled to use the stair cases, lifts, all common facilities etc at par with other members of the Scheme. The purchaser herein shall not have any right, title or interest in the said terraces of the building. The purchaser herein agrees that he/she/they/it shall not claim any right in the terrace as he/she/it does not possess it. The purchaser agrees that he/she/they/it has/have not paid any amount which entitles hir/her/them/it to use the terrace.

It is agreed by & between the parties that in future if building bye-laws shall change/modify and more construction or FSI is permitted, then the Vendor shall have right to put up additional construction of one or more additional storey as permitted on the terraces/ open space and such construction shall absolutely belong to the Vendor further Vendor shall have right to use and claim floating FSI as per the rule and regulation of Regulating Authority from time to time and the Vendor shall be entitled to deal with and / or dispose of the same in the manner the Vendor may deem fit and proper. Such additional construction, its transferee shall have right to take full support, shelter or protection of the existing construction, columns, beams, slabs, walls etc., the Owners or occupiers of such new additional construction shall be entitled to all benefits and privileges as regards the use of the common amenities, facilities, services and the use utilization and enjoyment of common portions meant for common use in the same manner as other owners or occupiers of the building. .

It is further specifically agreed and understood that the Vendor is also entitled to utilize the FSI available on the building and make all necessary permission to construction on account of land of final plot is being amalgamated to any adjacent plot of land. The Purchaser hereby expressly authorize the Vendor to sign, put up amalgamation plans, revised plans for construction before the local authorities.

The Purchaser has/have agreed and admitted that for the purpose of maintenance and management of common amenities, a Service Society to be incorporated (Proposed) and Purchaser must become member thereof, and also hold requisite share of said Service Society. It is agreed that the maintenance and management of common amenities, facilities services will be carried out by Service Society to be incorporated (Proposed) and confirm to strictly adhere to such rules and regulations formed from time to time. The Purchaser should take prior permission from the said society before transferring the said Flat to other individual, further pay the transfer fees as decided by the Service Society to be incorporated (Proposed) from time to time. The Purchaser shall deposit non refundable interest free deposit in favour of Service Society to be incorporated (Proposed) towards the maintenance of the said scheme without raising any question to the same and also confirm to pay further maintenance charge regularly as regards general administration and management of affairs and matters relating to common amenities, facilities, service infrastructures and conveniences of the said scheme and generally of common interest and benefit of the Service Society and occupiers of the premises Flat in the scheme.

The purchaser herein agrees to purchase necessary shares of the Service Society to be incorporated (Proposed), which will be formed for the management of the building facilities, The purchaser shall abide by the rules regulations and resolutions of the said the Service Society to be incorporated (Proposed) which will be formed hereafter for day to day maintenance and administration.

Any transfer or assignment, improvises or by operation law of any disposal in any manner whatsoever, of rights under these presents by the Purchaser or by way of transmission thereof on account of inheritance or succession shall always take effect along with the shares and membership of the Service Society to be incorporated (Proposed).

The Purchaser of the Said Flat will abide and follow all the terms and condition which was mention in Lease Deed Dated 19-8-2015, under Serial No. 4045, duly executed by Ahmedabad Municipal Corporation in favour of M/s. Soham Procon, a partnership firm, also abide by all terms of all related documents.

That the Purchaser will not at any time demolish or cause to be done any additions / alternations / modifications of whatsoever nature to the said property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said property, or the neighboring premises or to the said Building. The purchaser shall not be permitted to put up anything in passage, or closing or encroaching of passages or lounges or make any alterations in the elevations and outside colour scheme of the property (including shutters) acquired by the purchaser.

That the purchaser shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from his/her/their/its Flats in the common passages, balconies, compound or any portion of the said Scheme.

The Purchaser shall not use the Said Flat or permit the same to be used for any purpose whatsoever other than for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other premises nor for any illegal or immoral purposes or for the purposes prohibited by law.

The Purchaser shall not use or permit to be used the Said Flat or any part thereof for any purpose other than residence, like Hotels, Restaurants, Eatery, Dairy, Club, Gymkhana, Doctors consulting, Nursing home or Hospital, Laboratory, Video Game, Parlor, Beauty Parlor, Bank, Cyber cafe, Tuition and Coaching classes, Garage, Services and Repair of Vehicles, Charitable trust, Trade union or Political party etc.

After the possession of the said Flat is handed over to the Purchaser, if any additions or alterations in or about or in relation to the building of which the Said Flat forms part are thereafter required to be carried out by the Government, District Panchayat, Ahmedabad Municipal Corporation or any statutory authority, the same shall be carried out by the holders

of the premises in the said building/s at their own costs and the Vendor shall not be in any manner liable or responsible for the same.

That the Purchaser shall maintain at his/her/their/its own costs the property agreed to be purchased by the purchaser in the same good condition, state and order in which it is / will be delivered to the purchaser and shall abide by all bye laws, rules and regulations of the Government, the AMC and any other authorities, local bodies, and the Service Society to be incorporated (Proposed) and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Deed.

The Purchaser shall not alter/change the size and shape of the door, windows, etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling etc. of the said Property. The purchaser shall be provided suitable place for fixing split Air Conditioner Units on the back side wall of said Property.

That the Purchaser and the persons to whom the said premises is ultimately transferred, assigned or given possession of with the permission of the service society of the said Building shall from time to time sign all applications, papers and documents and do all acts, deeds matters and things as the said Building management/service society may require for safeguarding the interest of the said Building and its occupiers.

All the terms, conditions, stipulations and provisions of this deed shall be binding upon the transferee of the purchaser from time to time. That the Sale/transfer of the other portion of the building including terrace and basement shall not be questioned by the Service Society to be incorporated (Proposed) of the building and the purchaser herein.

That the Purchaser hereby covenants to keep the said premises in good condition. The purchaser is/are aware that the common wall of the said premises is of thickness of single brick and therefore he/she/they/it shall not do anything which may cause damage to the building and/or the neighbouring premises.

The Purchaser shall insure and keep insured the said Flat against loss or damage by fire, earthquake, riot, war, flood, civil commotion, Act of God or such other risk to the full value thereof in the name of the Purchaser with nationalized insurance company of repute having office at Ahmedabad and whenever required he/she/they/it shall produce to the Vendor the policy/policies of such insurance and the receipt for the last premium paid in respect thereof and in the event of the said Flat being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the said Flat being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Flat as soon as reasonable, practical and required.

The Purchaser shall not do or permit to be done any act or things which may render void or void able any insurance of any premises in the building or any part of the building or cause any increased premium payable in respect thereof.

In the case of natural calamity such as earth quake, war, or any others natural calamity or any reasons beyond human control if Building get damaged then Purchaser has/have right to reconstruct unit jointly with other owners and members of the service society.

The Purchaser shall not at any time demolish or cause to be demolished the Said Flat or any part thereof. The Purchaser shall not make any alterations in the elevations and outside colour scheme of the Said Flat to be purchased by him/her/them/it If any penalty, premium or any other charges are levied by the Ahmedabad Municipal Corporation or any other authority in respect of any addition or alterations made or to be made in the sanctioned plans, the same shall be borne and paid by the Purchaser, if the same are concerning the Purchaser, and if the same are of common nature, by the Purchaser in common with others.

That the Purchaser shall permit the Vendor/Service Society, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 8 hour's notice (In emergency, less hour's notice) to enter in to and upon property and any part thereof for purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structure and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of the water to the Flat or any

That the Purchaser and persons to whom the said property is ultimately transferred, assigned or given possession of shall observe and perform the bye laws and/or the rules, regulations, and resolutions, which the said the Service Society to be incorporated (Proposed) may make with the additions, alternation or amendments thereto for the protection, maintenance, use and transfer of the said building, unit and other space premises therein and/or in the compound. He/She/They/It will also be abide by the building rules, regulations and bye-laws for the time being of the AMC and other authorities of the government. The purchaser and the person to whom the said property is let, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid by the Service Society to be incorporated (Proposed) regarding the occupation and use of the building and/ or the said unit or other spaces and /or parking spaces therein and shall pay the contribution regularly and punctually towards the taxes and /or management expenses or other out goings in accordance with the terms of this deed and as may be decided by the Service Society to be incorporated (Proposed) from time to time, other property in the building in respect whereof the purchaser or the occupier of such other Flat as the case may be shall have committed default in paying its share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Service Society to be incorporated (Proposed) as the case may be. After obtaining previous written permission

of the service society, the Purchaser shall be entitled to transfer/sell, convey, mortgage, charge or in anyway encumber or deal with or dispose of its said Property or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said property and such approval shall not be normally denied unless the purchaser/occupier has committed breach or default in compliance of the terms and conditions of this Deed of Conveyance or any other agreements entered into with or rules, resolution etc., of the Service Society as the case may be and if the purchaser do not pay transfer fees to the Service Society to be incorporated (Proposed) and if the activities of the transferor or transferee are not suitable to the building/ the Service Society to be incorporated (Proposed).

Similarly the leakage of water from the toilets, bathrooms and pantry is also likely to happen in purchaser's Flat as from the neighboring and upper units. Leaked water/moisture is likely to appear on the walls of purchaser Flat and that may deteriorate the painting and plaster on the walls. Purchaser is/are aware that water is a substance which is likely to escape resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons unconnected with construction. Use of Acids for cleanliness, vibration of heavy duty machines, hot Water, hard water, rough use, etc are likely to damage pipelines, tiles and their joints. The joints of flooring tiles and wall tiles are also likely to be damaged by such use. Purchaser agree that the Service Society to be incorporated (Proposed) shall not be liable for any damage in unit due to leakage of water and its various other bad effects.

The Purchaser shall not use the said Flat or permits the same to be used for any purposes whatsoever other than Residential Purpose for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other premises not for any illegal or immoral purposes or for the purposes prohibited by law.

The said Flat shall be used occupied and enjoyed subject to other rules of the scheme as may be framed by the Vendor/ Service Society. The Purchaser shall perform and observe the same, and shall abide by.

12. PROMOTER / DEVELOPER / **VENDOR COVENANT HERE**

- i. The Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project 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 project land, including the Project and the said [Flat/Plot] 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 [Flat/Plot] to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
- x. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.
- xii. **Vendor has not mortgaged said Flat No. _____ to any bank / financial institute.**

The Vendor hereby declares that all the taxes, cesses, charges and other outgoings payable to the AMC, Torrent Power Ltd /GETCL (Gujarat Energy Transmission Corporation Limited) payable by the Vendor to any other Statutory Body have been paid in full up to the Deed of Conveyance date by the Vendor. All the cesses, charge, future Government levies, betterment charges and other outgoings payable to AMC, Torrent Power Ltd., other taxes and any other charges claimed by AMC, henceforth shall be paid by the Purchaser only to the said Authorities etc.

The Vendor has sold Vacant premises being Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), in Block “_____”, admeasuring _____ sq.mts. (Carpet Area), 1 (One) Varanda admeasuring _____ sq.mts., 2 (Two) Varanda admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., togetherwith undivided proportionate share admeasuring _____ sq.mts., in the a scheme known as “**Dev Solitaire**” to the Purchaser and Purchaser hereby acknowledge that vacant physical peaceful possession of the said Flat is received by him/her/them/it.

The said scheme of the Vendor shall always be known as **“Dev Solitaire”** at Ahmedabad and is not subject to change. The Purchaser will not do any addition alteration or change at the outside surface of the building and the elevation of the building shall always be preserved and maintained.

It is hereby agreed by the Purchaser that as owner of Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), in Block “_____”, admeasuring _____ sq.mts. (Carpet Area), 1 (One) Varanda admeasuring _____ sq.mts., 2 (Two) Varanda admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., togetherwith undivided proportionate share admeasuring _____ sq.mts., in the a scheme known as **“Dev Solitaire”** in pursuance of this deed he/she/they/it shall deposit with the Service Society to be incorporated (Proposed) necessary maintenance Deposit, Subsequently the purchaser shall also pay such amount as may be decided by the Service Society to be incorporated (Proposed) for maintenance. The interest income of lump sum deposit and the amount paid by cheques shall be utilized by the Service Society to be incorporated (Proposed) towards common expenses, maintenance and other expenses incurred by the Service Society to be incorporated (Proposed). The Service Society to be incorporated (Proposed) shall also be entitled to use/spend the corpus of the fund in case of necessity. The purchaser shall be required to pay additional amount in future if the Service Society to be incorporated (Proposed) decides to raise additional amount to meet with such expenses. This deposit will be a transferable deposit. The purchaser agree to this arrangement. In case if the cheque is dishonored, Service Society to be incorporated (Proposed) shall be entitled to cut off the common services agreed to be given to the purchaser and thereafter the purchaser shall not be entitled to demand such service from the Vendor/ the Service Society to be incorporated (Proposed) and the purchaser shall be also be bound to pay interest at the rate of 18% per month in case of default or delay.

It is also agreed by the Purchaser that until execution of Deed of Conveyances of all the Flat in the said scheme, all expenses towards the maintenance and management of common amenities shall be incurred by the Vendor and/or Service Society to be incorporated (Proposed) out of the Maintenance Deposit collected from the Purchaser.

The Vendor declares that the said property is fully built-up property as defined under the Urban Land (Ceiling & Regulation) Act, 1976 and the same has been repealed with effect from 01/04/1999 and hence no permission is required to be obtained under the said Act or any other Act or Rules for the time being in force and applicable to the said property for its alienation in any manner of whatsoever nature.

The vendor has declare that credit facilities of the said scheme of **“Dev Solitaire”** has been availed from HDFC Ltd., however NOC for transfer of the said Flat No. _____ in question in favour of Purchaser is issued by Letter dated _____ issued by HDFC Ltd.

That the Vendor has handed over the actual physical and vacant possession of the Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), in Block “_____”, admeasuring _____ sq.mts. (Carpet Area), 1 (One) Varanda admeasuring _____ sq.mts., 2 (Two) Varanda admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., togetherwith undivided proportionate share admeasuring _____ sq.mts., in the a scheme known as “**Dev Solitaire**” at the time of this Deed of Conveyance to the Purchaser and The Purchaser accept it.

- 13. The scheme shall always be known as “**Dev Solitaire**” and this name shall not be changed in any circumstances.
- 14. All the expenses such as Stamp Duty, Registration Fee, etc. and all Other Miscellaneous expenses in respect of the documents to be executed in favour of the Purchaser shall borne by the Purchaser only and if any additional Stamp Duty is required to be paid then same will be paid by Purchaser.

IN WITNESS WHERE OF the Vendor and the Purchaser have hereunto set and subscribed their respective signatures hereto in the manner hereinafter appearing at the place on the day and year first hereinabove written.

Annexure ‘A’

Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____.

-.SCHEDULE-A ABOVE REFERRED TO:-

ALL THAT leasehold land situate, lying and being at Mouje Vejalpur, Taluka : Vejalpur, Dist.: Ahmedabad bearing T.P. Scheme No. 27 (Vejalpur) and Final Plot No. 66 (In lieu of Revenue Survey Nos. 1313/3 paiki and 1314 paiki), admeasuring 2415 sq.mts. in the Registration District, Ahmedabad and Sub-District, Ahmedabad-10 (Vejalpur).

-.SCHEDULE-B ABOVE REFERRED TO:-

All that Flat No. _____, on _____ Floor (as per AMC approved Plan _____ Floor), in Block “_____”, admeasuring _____ sq.mts. (Carpet Area), 1 (One) Varanda admeasuring _____ sq.mts., 2 (Two) Varanda admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., togetherwith undivided proportionate share admeasuring _____ sq.mts., in the a scheme known as “**Dev Solitaire**”.

On or towards East : _____.
On or towards West : _____.
On or towards North : _____.
On or towards South : _____.

**SIGNED AND DELIVERED BY
THE WITHIN NAMED VENDOR**

M/s. Soham Procon, a Partnership Firm
through it's Authorized Partner,

Shri Vipulkumar Jivanlal Patel

In the presence of

1. _____

2. _____

MEMO OF CONSIDERATION

Rs. _____/- (Rupees _____ Only) In the name of Vendor paid by the purchaser by
Cheque No. _____ dated _____ drawn on _____ Bank,
_____ Branch.

Rs. _____/- (Rupees _____ Only) In the name of Vendor paid by the purchaser by
Cheque No. _____ dated _____ drawn on _____ Bank,
_____ Branch.

Rs. _____/- **Rupees _____ Only**

I, VENDORS SAY RECEIVED

M/s. Soham Procon, a Partnership Firm
through it's Authorized Partner,
Shri Vipulkumar Jivanlal Patel

SCHEDULE UNDER REGISTRATION ACT. SECTION 32-A

VENDOR :

Signature	Photograph	Left Hand Thumb Impression
M/s. Soham Procon , a Partnership Firm through it's Authorized Partner, Shri Vipulkumar Jivanlal Patel		

PURCHASER :

Signature	Photograph	Left Hand Thumb Impression