

Draft Copy
CONVEYANCE - DEED

(Rs: _____/-)

THIS CONVEYANCE DEED made at Ahmedabad on this ____ day of August 2023 for the property bearing **Bungalow/Unit No: ____**, land admeasuring ____ Sq.Yds equivalent to ____ Sq.Mtrs or thereabout (Super Plot area) & ____ Sq.Yds equivalent to ____ Sq.Mtrs (Net Plot area) together with construction thereon admeasuring ____ Sq.Yds equivalent to ____ Sq.Mtrs (RERA Carpet Area) of the scheme known as "**AANGI BUNGLOWS -2**" constructed upon Non-Agricultural land bearing **Sub-Plot No: 4**, (forming part of land of Final Plot No: 180) land admeasuring 1,017 Sq.Yds equivalent to 850.33 Sq.Mtrs or thereabout (as per old Final Plot No: 822, Sub-Plot No: 4, land admeasuring 1,050 Sq.Yds) within THE JAIN MERCHANT CO-OPERATIVE HOUSING SOCIETY LIMITED forming part of land bearing **Final Plot No: 171 to 181** of **Town Planning Scheme No: 6** of Mouje/Village: **PALDI**, Taluka: Sabarmati, of District Ahmedabad

VENDOR
PARTY OF THE FIRST PART

SAMAY REALTY

PAN: **AEBFS6745P**.

a partnership firm having office at: 3/C, "Aminesh" Jain Merchant Society, Mahalaxmi Cross Roads, Paldi, Ahmedabad-380007 through its authorized partner **Ashish Navinchandra Parikh**

(hereinafter referred to as the "**PARTY OF THE FIRST PART**" or "**VENDOR**" or "**OWNER**" (which expression shall unless repugnant to the context or meaning thereof mean and include it's time to time partners and their legal heirs, executors and administrators, assigns etc) of the **FIRST PART**.

AND

PURCHASERS
PARTIES OF THE SECOND PART

(1) _____

aged about ____ years,

Having PAN: _____

Aadhaar No: _____

Presently Residing at : _____

hereinafter referred to as the "**PARTIES OF THE SECOND PART**" or "**PURCHASERS**" or "**MEMBERS**" (which expression shall unless repugnant to the context or meaning thereof mean and include their legal heirs, executors and administrators etc) of the **SECOND PART**.

WHEREAS the Vendor firm is owner-occupant and absolutely seized and possessed of and otherwise well and sufficiently entitled to all that Residential Non-Agricultural land bearing **Sub-Plot No: 4**, (forming part of land of Final Plot No: 180) land admeasuring 1,017 Sq.Yds equivalent to 850.33 Sq.Mtrs or thereabout (as per old Final Plot No: 822, Sub-Plot No: 4, land admeasuring 1,050 Sq.Yds) within THE JAIN MERCHANT CO-OPERATIVE HOUSING SOCIETY LIMITED forming part of land bearing **Final Plot No: 171 to 181** of **Town Planning Scheme No: 6** of Mouje/Village: **PALDI**, Taluka: Sabarmati, of District Ahmedabad (hereinafter referred to as "THE SAID ENTIRE LAND")

AND WHEREAS The Non- Agricultural Permission for Residential use for the land bearing Final Plot No: 171 to 181 of Town Planning Scheme No: 6, was given by Competent Authority Ahmedabad, (1) by order no: LND/3067 of dated:29/07/1935 (2) by order no: LND/67 of dated:17/03/1967 (3) by order no: LND/33 of dated:07/09/1938 (4) by order no: LNDNASR/160 of dated:17/07/1940 (5) by order no: LND/805 of dated:11/04/1944 & (6) by order no: LNDNASR/6048 said fact were recorded in Village Form No: 2.

AND WHEREAS the Vendor viz: SAMAY REALTY had purchased the said entire land of the scheme viz: Sub-Plot No: 4, (forming part of land of Final Plot No: 180) land admeasuring 1,017 Sq.Yds equivalent to 850.33 Sq.Mtrs or thereabout (as per old Final Plot No: 822, Sub-Plot No: 4, land admeasuring 1,050 Sq.Yds) within THE JAIN MERCHANT CO-OPERATIVE HOUSING SOCIETY LIMITED forming part of land bearing Final Plot No: 171 to 181 of Town Planning Scheme No: 6 of Mouje/Village: PALDI from its owner-occupant viz; (1) MUNIR VINODVHANDRA MEHTA (2) RUPAL WD/O KUSHAL VINODBHAI MEHTA (3) PRATHIV KUSHAL MEHTA & (4) NEEL KUSHAL MEHTA by Sale- Deed, which was executed and Registered with the Sub-Registrar and Of Assurances at Ahmedabad 4 (Paldi) on 10/03/2023 by Serial

No: 3751 and therefore Vendor name were mutated in the Society Records and in Share Certificate.

AND WHEREAS the Vendor has desired to develop the said entire land by launching a scheme of Residential Plot/Bungalow and for the said purpose the Vendor had launched the scheme known as **"AANGI BUNGLOWS -2"** on the said entire land in accordance with the Plans for the construction were approved by Ahmedabad Municipal Corporation by its Application No. 001BDP23240804 and Development Permission No: 001BP23240621 of dated: 22/07/2023 and construct 4 (four) Bungalows on the Project Land, and as per approved plan there is a common 4.80 Meters Wide Approach Road between Bungalow No. 4/A + 4/B + 4/C & 4/D which is to be kept open forever and also as ingress and egress for Bungalow No- 4/B and 4/C. The said approach road is to be kept open and the ownership of this road will be divided equally between the plot area of Bungalow No- 4/A + 4/B + 4/C & 4/D. In the open approach road Bore Well and Underground Water Tank will be constructed for all and will be considered as common amenities and facilities for all four Bungalows. The open approach road will be kept open to sky and cannot park their any type of vehicles also no temporary or permanent construction is to be made by Member/Owner of the Scheme and if at all any temporary or permanent construction is done by any of them then they will be liable for all the legal consequences,

AND WHEREAS the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and has completed the construction of the said bungalow/s of the Project and has obtained the Building Use Permission Ref. No. _____ dated _____ with respect to the said bungalow/s from the Ahmedabad Municipal Corporation

AND WHEREAS the Vendor has registered the Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with The Real Estate Regulatory Authority vide Registration No: _____ on _____. authenticated copy is attached herewith.

AND WHEREAS the Purchasers have desired to become member of the said scheme and agreed to purchase or acquire **Bunglow/Unit No: _____**, land admeasuring _____ Sq.Yds equivalent to _____ Sq.Mtrs or thereabout (Super Plot area which including undivided share in common road) & _____ Sq.Yds equivalent to _____ Sq.Mtrs (Net Plot area) together with construction thereon admeasuring _____ Sq.Yds equivalent to _____ Sq.Mtrs (RERA

Carpet Area /means the net usable floor area of Unit) along with exclusive covered balcony area admeasuring ____ Sq.Mtrs (but excluding the area covered by the external walls, areas under services shaft, common road, common plot etc) **TOGETHER WITH** right of way for the purpose of the said Unit transferred to the Allottee/s and to use all common areas and facilities provided in the said Scheme for the use of Allottee/s and more particularly for the use of the said Unit transferred under this deed, of the scheme known as **"AANGI BUNGLOWS -2"** constructed upon Non-Agricultural land bearing **Sub-Plot No: 4**, (forming part of land of Final Plot No: 180) land admeasuring 1,017 Sq.Yds equivalent to 850.33 Sq.Mtrs or thereabout (as per old Final Plot No: 822, Sub-Plot No: 4, land admeasuring 1,050 Sq.Yds) within **THE JAIN MERCHANT CO-OPERATIVE HOUSING SOCIETY LIMITED** forming part of land bearing **Final Plot No: 171 to 181 of Town Planning Scheme No: 6** of Mouje/Village: **PALDI**, Taluka: Sabarmati, of District Ahmedabad (hereinafter referred to as **"THE SAID PROPERTY"**) which is more particularly described in the Schedule hereunder written along with right to use in common amenities and facilities provided in the said scheme at or for the total Price/Consideration of **Rs: _____/- (Rupees _____ Only)** (which include external walls, Fittings, Fixtures, Electric Connection, Balcony or Verandas, Common Road, Common Plot etc) and the Vendor have agreed to sell/transfer and convey the said property to the Purchaser/s at the said price.

AND WHEREAS on demand from the Purchasers the owner has given inspection to the Purchasers of all the documents and they has/have verified the titles of the said property to be conveyed herein and also verified and studied, obtained independent legal advice and explained to himself/herself/itself the agreement documents, papers, writings, permission and approvals of the authorities, relating to the acquisition of the said Land, sanctioned plans, designs and specifications of the said Project Scheme, and certificate and the authenticated copies of report on title of the Said entire Land issued by owner's Advocate and authenticated copies of Village Forms VI and VII and XII and Permissions or any other relevant Revenue Record/Society Share certificate showing the nature of the title of the Project Land on which the property were constructed and also materials use/to be use in the construction of said unit and building and also measured and verified the measurement of said property, and has satisfied himself/ herself/ themselves completely in all respects and now Purchaser/s himself/herself/

themselves shall not be entitled to raise any disputes or further requisitions whatsoever in this regard.

AND WHEREAS by the Agreement for Sale dated _____ entered between the parties and registered with the Sub Registrar by registration No. _____, the Promoter and the Land Owner have agreed to convey to the Allottee the said Bungalow for a consideration and on the terms and conditions mentioned in the Agreement for Sale and contained herein.

AND WHEREAS the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Sale-Deed and all applicable laws, are now willing to enter into this Sale-Deed conditions appearing hereinafter the Purchaser/s has/have now requested the Vendor to execute a Conveyance Deed of the said property, which the Vendor has agreed to do in the manner hereinafter appearing

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for a total consideration of the sum of **Rs: _____/-** (**Rupees _____ Only**) paid by the Purchaser/s to the Vendor herein as below stated viz:-

Sr. No	Particulars	Rs.	Name of the Bank	RTGS Ref ID	Date
1	Earnest Money				
2	Further Money				
3	Further Money				

(the receipt of which sum of money the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Purchasers forever) the Vendor doth hereby allot, grant, convey, transfer, assign, assure and release unto the Purchaser/s all that the said property, more particularly described in the schedule hereunder written. TOGETHER WITH all and singular all deeds and documents, writing, vouchers and other evidence of title relating to the said property and premises or any part thereof AND TOGETHER WITH all paths, passages, constructions, water courses, ditches, drains, trees, plants, lights, liberties, easements rights, privileges, advantages members and appurtenances whatsoever to the said property and premises belonging to or in anyway appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known

as part or Purchaser/s thereof or appurtenant thereto AND ALL estate, right, title, interest, use, inheritance, property, possession both at law and equity of the Vendor into, out of or upon the said property and premises and benefits, claims and demand whatsoever on or upon said property hereby assigned, granted, conveyed, transferred and assured or intended so to be with their and every of their rights, Purchaser/s and appurtenances thereto UNTO and to the use and benefit of the Purchasers forever, subject to all rents, assessment, rates duties, chargeable etc, upon the same or which may become payable in respect thereof from the date of possession, to the Central Government, State Government, Ahmedabad Municipal Corporation and/or any other local authority and also subject to the proportionate contribution to be made towards maintenance and administrative expenses of the said Scheme/original society as its Rules Regulations of Scheme and Bye-laws and Resolution of Maintenance Society/ AOP which is formed for the maintenance etc of the said **"AANGI BUNGLOWS -2"**. AND THE VENDOR DOTH HEREBY covenant with the Purchaser/s that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person lawfully or equitably claiming or to claim by from under through or in trust for the Vendor or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for them or any one or more of them made, done committed or omitted or knowingly suffered to the contrary THEY the Vendor now have in itself good right, full power and absolute authority to grant, convey, transfer, release and assure the said property hereby granted, conveyed, released and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid.

AND that the Purchasers shall and may all times hereafter peaceably and quietly enter upon, have occupy possess and enjoy the said property and premises and receive the rents, issues, profits and benefits thereof and of every part thereof to and for his/her/their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Vendor or its successors and assigns or any one or of them or any person or persons lawfully or equitably claiming or to claim by from under through or in trust for them AND THAT free and clear and freely clearly and absolutely acquitted exonerated and forever discharged or kept harmless and indemnified of from and against all former and other estates, titles, charges and encumbrances whatsoever had made executed occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming

from them AND FURTHER THAT the Vendor or any person or persons having or lawfully equitably claiming any estate or interest whatsoever in the said property or any part thereof from time to time and at all times hereafter at the request and costs of the Purchasers or of the person or persons requiring the same, do and execute or cause to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser/s in the manner aforesaid as by the Purchasers or his/her/their heirs or his/her/their counsel-in-law shall be reasonable required. The Purchaser/s further declared that:-

[1] The Vendor has handed over vacant possession of the said property to the Purchaser/s herein and the Purchaser/s has accepted the possession in good and perfect condition in all manner and confirm that the said property duly completed with all fixtures, fittings, electric wiring and other required amenities, facility, and services, with as far as possible the said property is constructed in accordance with the specifications mutually agreed upon between the parties herein.

[2] (1) Jain Merchant Co-Operative Housing Society, established under the provisions of Gujarat Co-Operative Society Act of 1961, bearing registration no. B-188 dated 01.04.1935 exists for the common object and purposes of the Project, and to run, operate, maintain, manage, deal with and attend to common amenities and facilities of Project. The Allottee shall become a member by purchasing necessary shares 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 becoming a member of the said society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee. All the rules, regulations and decisions of the said society will be binding to the Allottee and Allottee shall honor, observe, perform, do and act in accordance therewith. The Allottee shall be liable to pay the requisite transfer fees to the Society after which their name would be entered into the society records. Also, it is agreed by this indenture that the Co-Operative Society will issue 2 share certificate against these 4 Bungalows and any two Bungalows will have one common share certificate and likewise other two bungalows will have one common share certificate. No objection shall be taken by the Allottee if any,

changes or modifications are made in the bye-laws, or leaflet of the Society by resolution passed in common or annual general meeting of the society or as may be required by the registrar of co-operative societies, as the case may be, or any other competent authority.

(2) It is agreed that AOP is/will be form of the members of the scheme known as **"AANGI BUNGLOWS -2"** The Rules, Regulations or Resolutions made and may be adopted by the Service Society or AOP from time to time shall be binding on the Member/s. The Purchaser/s shall pay for common maintenance expenses, requisite amount towards shares, entry fees, membership fees etc, to the Service Society/AOP, The member/s agrees that the essential supply and services will be enjoyed commonly with other members of the scheme and shall be managed collectively or by the Service Society or AOP, as the case may be. The member/s shall be entitled to use the common portions provided by the Original Society as co-sharers.

(3) And the Promoter does hereby covenant with the Allottee/s that if required as per applicable law, the Allottee/s shall, upon formation of the Service Society/AOP of the Allottee/s or the competent authority, grant, convey, release and assure the undivided proportionate title in the common areas to the Service Society/AOP of the Allottee/s or the competent authority, or as may be directed by the RERA authority as the case may be;

[4] The Purchaser/s shall not create any nuisance and annoyance or throw or storage any objectionable material on the ground, passage and common space.

[5] The Purchaser/s agrees to pay charges/contribution/ deposit such a sum which may be fixed by the Service Society/AOP, for the purpose of maintenance, repairs, replacement, reconstruction etc, and administration of the affairs of the Scheme and such contribution will be paid by all the members of the scheme and collected into a "Maintenance Fund". Cleanliness, common lighting arrangements, water bore-tank etc, shall be maintained by the AOP collectively, and the expenses thereof shall be borne out of the maintenance fund as may be decided from time to time and the Purchasers shall be liable to contribute necessary further amounts as and when occasion arises.

[6] It is understood by the Purchasers that he/she/they shall not be entitled to carry out any work on the walls, ceiling and the floor and that no

right to made any ventilation etc, shall be made thereon, without prior consent of the Vendor/Society.

[7] In the event of any necessity, the Purchaser/s shall execute agreements and all such writings as may be required by the Vendor/Society for the purpose of unit constructed for him/her/them by the Vendor and the Purchasers shall also be bound to give such writings, etc, to the Vendor/Society as and when found necessary.

[8] It is further clarified that after handing over the possession of Unit or from date of the Conveyance, the Member have no right to do any structural change in the unit, and any such change will require shall be strictly in accordance with the rules and regulations of the scheme as well as the Local Authority and or after taking prior written permission of the Scheme/Vendor on giving specific design along with undertaking for the same to the Vendor/Scheme, even if any changes made by the Members then the Vendor shall not be responsible for the same or shall not be responsible for breach of any law, rules and regulations, and for that the Member/s will be solely liable for all consequences ensuing on such breach.

[9] On handing over possession of the said unit by the Vendor to the Member/Purchasers, the Purchasers shall not be entitled to make any grievance regarding any kind of the quality thereof or the materials used for the construction of unit nor shall he/she/they be entitled to make any grievance regarding fittings, fixtures electric wiring and amenities made or provided by the Vendor.

[10] The Purchasers shall pay all Municipal taxes, Original Society Maintenance and other rates, charges that may be levied in respect of the unit and as also proportionate rent, cess or taxes or revenue payable to Govt. or other Competent Authority.

[11] The Purchasers shall insure and keep insured the said property against all loss or damage by and from fire, earthquake, riot, war, flood or act of God or other such risk of the said property.

[12] It is further clarified that If within a period of five years from handing over the possession of Bungalow/Unit or from date of the Sale-Deed, the Allottee/Purchaser/s brings to the notice of the Vendor, only structural defect in the unit, wherever possible such defects shall be rectified by the Vendor at his own cost, and in case it is not possible to rectify such defects, then the Allottee/Purchaser/s shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act.

Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor but any account of chemical or ruff usage or any change in the usage which contrary with the rules and regulations of the Society/Scheme, as well as, the local authority by the unit holder or the Purchasers, the Vendor shall not be responsible for breach of any law, rules and regulations and the member/s will be liable for all consequences ensuing on such breach.

[13] The Purchaser/s shall not without the prior written permission of the Vendor/Society let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the said unit nor assign, underlet or part with his/her/their interest or the benefit of this agreement or any part thereof or in the said unit, necessary permission for such shall be given by the Society on transfer fees.

[14] The Vendor intends to enter or already entered into separate Agreement/Conveyance with several other Purchaser/s in respect of other units in the scheme. The Vendor may enter or already entered into such Agreement/Conveyance with such rights and liabilities and on such terms and conditions as it may deem, fit and proper, which may be in variation with rights, liabilities, terms and conditions agreed upon with the Purchaser/s herein.

[15] The entire scheme is and will always be known as **"AANGI BUNGLOWS -2"** and the same shall not be changed in any circumstances. The Purchasers shall at no time demand partition of their interest in the entire land, it being agreed and declared by the Purchasers that their interest in the said land is impartial. The Purchasers hereby covenants to keep the said property, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repairable conditions. The Purchaser/s shall not use the said property or permit the same to be used for any purpose whatsoever other than for Residential use which it is meant for or for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other unit/s nor for any illegal or immoral purpose. The Purchaser/s shall not at any time demolish or cause to be demolished the said property or any part thereof. The Purchaser/s shall not make any alterations in the elevations and outside color of the scheme of the said property purchased by them.

[16] It is agreed by the parties hereto that the Vendor shall not have any

claim over F.S.I., additional F.S.I. and Terrace Rights after Building Use Permission has been obtained. Such rights, if any, will be enclosed by the AOP of the Purchasers.

[17] If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made there under or under other applicable laws, such provision of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with purpose of this agreement and to the extent necessary to confirm to Act or the Rules and Regulation made there under or the applicable law, as the case may be, and the remaining provision of this Agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

[18] Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute, which shall be referred to Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016. That the rights and obligations of the parties arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Ahmedabad, will have the jurisdiction for this Agreement.

[19] The said land-property conveyed herein is situated at Paldi, Ahmedabad and fallen under the Disturbed Areas Act and therefore prior permission for transfer of said property has been obtained under the provisions of the said Act.

[20] The Purchaser/s shall bear and pay the Stamp Duty, Registration fees and miscellaneous expenses and Advocate fees, charges related to this Conveyance etc.

IN WITNESS WHEREOF the Vendor and Purchaser/s have hereunto set and subscribed their respective hands and seals these presents the day and year first hereinabove written.

SCHEDULE-1

(Description of Project Land)

ALL THAT property bearing Sub-Plot No: 4, (forming part of land of Final Plot No: 180) land admeasuring 1,017 Sq.Yds equivalent to 850.33 Sq.Mtrs or thereabout (as per old Final Plot No: 822, Sub-Plot No: 4, land admeasuring 1,050 Sq.Yds) along with proportionate undivided right in land of Common Plot and Common Road of Society along with Membership and Share Certificate rights within THE JAIN MERCHANT CO-OPERATIVE HOUSING SOCIETY LIMITED forming part of land bearing Final Plot No: 171 to 181 of

Town Planning Scheme No: 6 of Mouje/Village: PALDI, Taluka: Sabarmati, of District Ahmedabad

The said entire land of the scheme is bounded as follows:-

On the East by: Sub-Plot No: 5
On the West by: Road
On the North by: Sub-Plot No: 3
On the South by: Road

SCHEDULE-2

(Description of Bungalow)

Bungalow/Unit No: __, land admeasuring _____ Sq.Yds i.e _____ Sq. Mtrs or thereabout (Super Plot area which including undivided share in common road) & _____ Sq.Yds i.e _____ Sq.Mtrs or thereabout (Net Plot area) together with construction thereon admeasuring _____ Sq.Yds i.e _____ Sq.Mtrs (RERA Carpet Area) of the Scheme Known as **"AANGI BUNGLOWS -2"** along with proportionate undivided right in land of Common area of the Project together with all rights and appurtenances from sky to bottom of earth,

The said property bounded as under.

On the East by:
On the West by:
On the North by:
On the South by:

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR

SAMAY REALTY

through its Authorized Partner
Ashish Navinchandra Parikh

In Presence of:-

1. _____
2. _____

PROPERTY PHOTO

"AANGI BUNGLOWS -2" Unit No: __, Paldi, Ahmedabad

SAMAY REALTY

through its Authorized Partner
Ashish Navinchandra Parikh
(Vendor)

(Purchasers)

Photo Schedule for Registration Under Section 32 (a)

Names	Photo	Thumb Impression
<u>Vendor</u>		

SAMAY REALTY through its Authorized Partner Ashish Navinchandra Parikh		
<u>Purchaser/s</u>		