

## CONVEYANCE DEED

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

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

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

### BETWEEN

**Jai Ambe Infrastructure**, a Partnership Firm registered under the partnership Act, 1932 having PAN No.:- AAHFJ7218A having its principle place of business at Astha 2 Complex, Opp Madhav School, Vastral, Ahmedabad acting through its partner Shri. Sanjay Ramchadra Patel Business:- Construction residing 9,Nirant park house opp. Sun and step club, Thaltej Ahmedabad 380054 hereinafter referred as "**THE LAND OWNER/ PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and assign(s)) of the **FIRST PART**;

### AND

\_\_\_\_\_, S/D/W of \_\_\_\_\_, R/o

(hereinafter referred to as the "**Purchaser**", which expression shall unless

repugnant to the context or meaning thereof, be deemed to mean and include his/her successors, legal heirs, executors, administrators, representatives, transferees and permitted assigns) of the **Second PART**;

## **WHEREAS:**

- A. The land owner is seized and possessed of or otherwise well and sufficiently entitled as the owner to all those pieces and parcels of land of part Non agriculture land bearing R.S. no. 1208 admeasuring about 8296 sq. mtrs. and as per town planning Scheme No. 113 the said land bears Final plot no. 171 admeasuring about 4977 sq. mtrs. situated within the Village limits of Vastral , Taluka: Daskroi and District and Registration District: Ahmedabad-13 (City). (for sake of convenience hereinafter referred to as **“the Project Land”**)

## **Brief History of Project land :-**

1. That the then Agricultural land bearing Revenue Survey No. 1208 admeasuring 2 Acre 2 Guntha belonged to Liladhar Lallubhai and thereafter on demise of him as per Hindu Succession Act the said land came to be owned and possession by his Daughter Chandrabhaga Liladhar. The Entry to that effect was also entered in the Revenue Records vide Mutation Entry No. 463 dated 25/04/1965 which was duly certified by the concerned revenue authority.
2. That thereafter as per Oder of the Tribunal Dascroi, Ahmedabad the said land purchased by Madhaji Chanaji as a new tenure land. The Entry to that effect was also entered in the Revenue Recirds vide Mutation Entry No. 795 dated 22/10/1966 which was duly certified by the concerned revenue authority.
3. That thereafter as per Order No. RTS/Vashi/76/82 dated 15/01/1982 of the Mamlatdar, the Younger Brother namely Mangaji Shanaji has been entered as co-partner in the revenue records. The Entry to that effect was also entered in the Revenue Records vide Mutation Entry

No. 1802 dated 23/04/1982 which was duly certified by the concerned revenue authority.

4. That thereafter name of Bhagali Madhaji, Sakaraji Mangaji, Somaji Mangaji and Mangaji Shanaji have been entered in the revenue records as per the application of Madhaji Shanaji. The Entry to that effect was also entered in the Revenue Records vide Mutation Entry No. 3105 dated 25/10/2002 which was duly certified by the concerned revenue authority.
5. That thereafter said land bearing Revenue Survey No. 1208 admeasuring 8296 Sq. Mtrs. covered under the Town Planning Scheme No. 113 and as per Town Planning Scheme the said land bears Final Plot No. 171 admeasuring 4977 Sq. Mtrs.
6. That thereafter as per the Order No. Jamin/New Tenure/Vastral/S.R. 177/10 dated 24/03/2011 of the District Collector, Ahmedabad the said land bearing Final Plot No. 171 Paiki admeasuring 4674 Sq. Mtrs. released from the restricted land and holding as Old Tenure Land. The Entry to that effect was also entered In the Revenue Records vide Mutation Entry No. 6253 dated 13/10/2011, followed by Entry No. 6418 dated 09/02/2012 which was duly certified by the concerned revenue authority,
7. That thereafter Mangaji Shanji, Bhagaji Madhaji, Shakraji Mangaji, Somaji Mangaji for himself and as a karta and manager of their HUF sold and conveyed the said agriculture land bearing Revenue Survey No. 1208 and Final Plot No. 171 paiki admeasuring about 4674 Sq. Mtrs. of Town Planning Scheme No. 113 to (1) Shri Miteshbhai Bharatbhai Patel (20% undivided share in the said land) (2) Shri Yash Bharatbhai Patel (20% undivided share in the said land) (3) Shri Bhanuprasad Ramchandra Patel (13.33% undivided share in the said land) (4) Smt. Smitaben Mukeshbhai Patel (8% undivided share in the said land) (5) Shri Mukesh Ramchandra patel (5.33% undivided share in the said land) (6) Shri Sanjay Ramchandra Patel (13.34% undivided share in the said land) (7) Shri Chirag Laxmanbhai Masani, (20% undivided share in the said land) by deed of conveyance executed on dated 10/10/2011 duly registered with the Sub-Register, Ahmedabad-13 (City) under Sr. No. 806 dated 09/07/2012. The Entry to that effect was also entered

in the Revenue Records vide Mutation Entry No. 6600 dated 19/07/2012 which was duly certified by the concerned revenue authority.

8. That thereafter as per the Order of the District Collector, Ahmedabad dated 14/03/2012 the said land bearing Final Plot No. 171 Paiki Admeasuring 303 Sq. Mtrs. released from the restricted land and holding as Old Tenure Land. The Entry to that effect was also entered in the Revenue Records vide Mutation Entry No. 6487 dated 21/03/2012 which was duly certified by the concerned revenue authority.
9. That thereafter the said land bearing Revenue Survey No. 1208 and Final Plot No. 171 admeasuring about 4977 Sq. Mtrs. of Town Planning Scheme No. 113 has been converted in to Non-Agricultural Land for Residential Use as per Order bearing No. CB/CTS/N.A/S.R. 314/2013 dated 16/04/2013 of the District Collector, Ahmedabad.
10. That thereafter Mangaji Shanaji , Bhagaji Madhaji, Shakraji Mangaji, Somaji Mangaji for him self and as a Karta and Manager of their HUF sold and conveyed the said Non-Agriculture land bearing Revenue Survey No. 1208 and Final Plot No. 171 Paiki admeasuring about 303 Sq. Mtrs. of Town Planning Scheme No. 113 to (1) Shri Miteshbhai Bharatbhai Patel (20% undivided share in the said land) (2) Shri Yash Bharatbhai Patel (20% undivided share in the said land) (3) Shri Bhanuprasad Ramchandra Patel (13.33% undivided share in the said land) (4) Smt. Smitaben Mukeshbhai Patel (8% undivided share in the said land) (5) Shri Mukesh Ramchandra patel (5.33% undivided share in the said land) (6) Shri Sanjay Ramchandra Patel (13.34% undivided share in the said land) (7) Shri Chirag Laxmanbhai Masani, (20% undivided share in the said land) by deed of conveyance executed on dated 10/10/2011 duly registered with the Sub-Register, Ahmedabad-13 (City) under Sr. No. 473 dated 01/06/2012. The Entry to that effect was also entered in the Revenue Records vide Mutation Entry No. 6551 dated 01/06/2012 which was duly certified by the concerned revenue authority. Followed by Deed of Rectification executed and registered with the Sub-Register under serial No. 561 dated 27/03/2014.
11. Thereafter, Ahmedabad Municipal corporation has approved plan for constructing various Residential Units on the said Land vide

Rajachitti (Commencement Letter) in various cases as stated below:

Block no.

(A) Rajachitti No.:3372210211121B4974/RO/M1

Case No: BLNTRIEZ/0211121P/B4974/ROIM1

Date:- 7th June 2013.

(B) Rajachitti No.: 337231021112/B4975/RO/M1

Case No: BLNTRJEZ/021112/PIB4975/ROIM1

Date:- 7th June, 2013

(C) Rajachitti No.: 337241021112/B4976/RO/M1

Case No: BLNTRJEZI021112/P/64976/RO/M1

Date:- 7th June 2013

(D) Rajachitti No.: 3372SJ021112/B4977/RO/M1

Case No: BLNTRIEZ/021112/PIB4977/RO/M1

Date:- 7th June 2013

(E) Rajachitti No.: 33726J021112/B4978/RO/M1

Case No: BLNTRIEZ/021112/P/84978/ROIM1

Date:-7th June 2013

12. That thereafter said owners came to the said Non Agricultural land bearing Revenue Survey No. 1208 and Final Plot No. 171 admeasuring about 4977 Sq. Mtrs. of Town Planning Scheme No. 113 in to the partnership firm as stock in trade namely Jay Ambe Infrastructure a firm of Ahmedabad having its registered Office at 19, First Floor, AASTHA COMPLEX (part II), Vastral, Ahmedabad. The Deed of Partnership in respect whereof was executed on 27/11/2013 and registered with the Sub-Registrar, Ahmedabad -12 (Nikol) under serial No. 14142. The Entry to that effect was also entered in the Revenue Records vide Mutation Entry No. 7286 dated 11/12/2013 which was duly certified by the concerned revenue authority.

13. We may initially mention here that the then owner Mangaji Shanbhai and others had agreed to sale the said agricultural land bearing Revenue Survey No. 1298 admeasuring 7790 Sq. Mtrs. to

proposed Jay Ambe Co-Op. Housing Society by Agreement to sell dated 24/11/2003 registered with the Sub-Register, Ahmedabad under serial no. 3808, which was cancelled by cancellation agreement dated 10/10/2011 duly registered with Sub-Register , Ahmedabad under serial no. 14165 and thereafter for clearance of title to the said land, said proposed Society have confirmed the sale of the said land in favour of Miteshbhai Bharatbhai Patel and Others by Deed of confirmation dated-26-/02/2014 which was executed and registered with the Sub-registrar Ahmedabad -13 (City) under serial no. 377

14.It will not be out of place to mention that the then land owner Mangaji Shanabhai and others have given power of attorney to Miteshbhai Bharatbhai Patel and Sanjay Ramchandra Patel in respect of said land which was executed and registered with sub-register Ahmedabad-13(City) on dated 10/10/2011 under registered no. 14619 and thereafter said Miteshbhai Bharatbhai Patel and Sanjay Ramchandra Patel have confirmed the sale of the said land in favour of Miteshbhai Bharatbhai Patel and Others by Deed of confirmation dated -26/02/2014 which was executed and registered with the Sub-register Ahmedabad-13 (City) under serial no

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

1. The purchaser evaluates the multistoried residential scheme of various sizes bungalows in the said land known as "Astha Villa" mentioned in para "A"
2. In consideration of the receipt of a sum of

(i) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards carpet area admeasuring \_\_\_\_\_ sq. mt including Rs. \_\_\_\_\_/- as proportionate price of common areas and facilities

(ii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_

\_\_\_\_\_ only) towards balcony/verandah 1  
admeasuring \_\_\_\_\_ sq. mt

(iii) (iii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) towards balcony/verandah 2  
admeasuring \_\_\_\_\_ sq. mt

(iv) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) towards wash area  
admeasuring \_\_\_\_\_ sq. mt

(v) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) towards open terrace  
admeasuring \_\_\_\_\_ sq. mt

The total aggregate consideration amount for the BUNGALOW mentioned herein above from clause (i) to (iv) is thus Rs. \_\_\_\_\_ paid by the Purchaser to the purchaser towards cost of the bungalow, the purchaser do hereby grant, convey, transfer, assign and assure to the Purchaser by way of sale, the Bungalow No. \_\_\_\_\_ in block \_\_\_\_\_, in Astha Villa, Ahmedabad, having a carpet area of \_\_\_\_\_ sq. mtrs., ( \_\_\_\_\_ Sq. Ft.), having plot area \_\_\_\_\_ sq. mtrs./ Sq. feet, hereinafter referred to as the said "bungalow"), more particularly described in the Schedule, forming part of this Deed; together with all ways, paths, passages, rights, liberties, privileges, easements, benefits to the said bungalow; AND subject to adherence of terms and conditions as stated hereinafter as well as the terms, conditions, stipulations and restrictions contained in the Declaration.

3. The promoter assures the purchaser that the said Bungalow is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims whatsoever nature as per the best of the knowledge of the purchaser and purchaser hereby given all relevant papers, documents, title deeds, to the purchaser and the purchaser has already examined all the titles of the said property through his/her/their advocate(s), solicitor(s), AND after getting

satisfaction and opinion or certificate relating to it by their own hired advocate(s), solicitor(s), the purchaser him/her/their self agreed to purchase the said property from the purchaser and the purchaser(s) hereby indemnifies the purchaser there is no query in the titles or in the title deeds of the said property and of the said scheme so now in future the purchaser shall not claim to purchaser in any manner for any query related to title the purchaser waive or give waiver his/her/their right to claim to purchaser and purchaser discharges the purchaser from any harm related to title of the said property.

4. The purchaser with his/her/their engineer(s)/ architect(s)/ interior(s) often visited and checked the quality and workmanship of the construction of the structure and the scheme when the scheme was under construction and sometime purchaser was advised by the engineer(s)/architect(s)/interior(s) of the buyer.

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

5. The Site Plan of Astha Villa project is annexed herewith as Annexure-I and the Plan for the said bungalow (depicting layout of \_\_\_\_ of -\_\_\_\_) is annexed herewith as Annexure-II. The Unit Plan of the said bungalow is annexed herewith as Annexure- III.
6. The Purchaser hereby assures, represents and warrants to the purchaser that it shall comply with the terms hereof and with all the applicable laws and statutory compliances with respect to the said bungalow, the said Land and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the purchaser, the purchaser has agreed to enter into this Deed.
7. The Purchaser shall only have a joint and non-exclusive right of use of the Common Areas and common services and facilities subject to the timely payment of the maintenance charges as determined by the maintenance agency appointed or the association of Allottees.

8. The Purchaser further agrees that it has verified personally and through qualified professionals and is satisfied regarding structural strength, workmanship, quality and provision of various services in the Bungalow. It shall not claim any compensation or withhold the payment of any charges on the said ground. However Promoter agrees to resolve and rectify any genuine complain made there under within reasonable time as per section 14(3) of Real Estate (Regulation & Development) Act, 2016.
9. The Purchaser confirms that the Parking Space(s) allotted to the Purchaser for exclusive use is inseparable, indivisible and forms an integral part of the said bungalow. The Purchaser confirms that he has no right to sell/transfer/or deal with the Parking Space(s) independent of the said bungalow. The Purchaser shall not anywhere else. The Purchaser shall not modify or make any changes or cordon off or otherwise erect any temporary structure(s) in the Parking Space(s) of the said bungalow, under any provision(s) of this Deed. All clauses of this Deed shall apply mutatis mutandis to the Parking Space(s).

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

This clause shall survive the conveyance of the said bungalow.

10. The Purchaser acknowledges and confirms that the infrastructure facilities provided by the Government is beyond the control of the purchaser and the Purchaser shall not have a right to raise any claim or dispute against the purchaser in respect of the facilities provided by the Government or any other statutory authorities.
11. The Purchaser hereby also undertakes to abide by all the conditions, restrictions and other stipulations imposed in respect of Astha Villa by virtue of the License granted to the purchaser for Astha Villa and shall also abide by the applicable Zoning Plans, Bungalow Plans and all laws, bye-laws, rules, regulations and policies applicable to the said bungalow and/or Astha Villa or as imposed or may be imposed in future under any applicable law. This clause shall survive the conveyance of the said bungalow.
12. The Purchaser shall not use or allow to use the said Bungalow for any non-residential purpose or any activity that may cause nuisance to other purchasers/occupants of Astha Villa. This clause shall survive the conveyance of the said bungalow.
13. The Purchaser undertakes and agrees that any violation of the following shall entitle the purchaser or proposed maintenance society to be incorporated for Astha Villa to enter into the said premises wherever necessary and reverse such violation at the cost of the Purchaser;
  - (i) The Purchaser shall not cover or construct on the balcony (ies) and shall only use the same as open balcony (ies) and in no other manner whatsoever.
  - (ii) The Purchaser shall not under any circumstances whatsoever, do, allow or permit any remodeling, alteration, variation, change or build upon the look, color, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of the bungalows or the said bungalow.
  - (iii) The Purchaser shall not under any circumstances do or allow any alteration/modification/change to the structure or layout within the said bungalow, save and except with the prior

permission of purchaser/proposed maintenance society in writing.

- (iv) The Purchaser further agrees that the said building will be permanently known as "Astha Villa" and will not make or cause it to be made any kind of changes in the said name.

This clause shall survive the conveyance of the said bungalow.

14. The Purchaser acknowledges that water pipelines/drains/electric lines provided originally for the specific purpose shall not be tampered with/ disturbed without the prior written approval of promoter/proposed maintenance society. Further, all lights/power points in the said bungalow shall conform to the permitted/sanctioned electric load. The Purchaser shall not put away any personal belonging including flower pots, cots, furniture items boxes, dustbins, and other personal use item etc. in the Common Areas, and specifically the flower pots shall not be placed on parapets/ledges. The Purchaser shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas or facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them. The Vendee shall not under any circumstances whatsoever carry out any changes/modifications/alterations that result in encroachment of Common Areas or that result in damage or disturbance to Common Areas, adjacent, upper or lower units. Putting of advertising board/neon signs etc. on any part of the bungalow including internal corridors, external face and Common Areas is prohibited. This clause shall survive the conveyance of the said bungalow.
15. The Purchaser shall not be entitled to claim partition of its share in the said Land or the Common Areas and the same shall always remain undivided and impartible. This clause shall survive the conveyance of the said bungalow.
16. The Purchaser confirms and undertakes that the Purchaser shall be liable to pay all kind of govt. taxes including GST as decided in agreement for sale and other central, state or local government

taxes, fees or levies of all and any kind by whatever name called, whether paid or payable by the purchaser and/or its contractors (including sub-contractors) and /or levied or leviable now or in future by the government, municipal authority or any other governmental authority on the said Bungalow/Land, as the case may be, as assessable or applicable from the date of application. The Purchaser further agrees that if the said Bungalow is assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the purchaser, which shall be final and binding on the Purchaser. If the said bungalow is assessed separately, the Purchaser shall pay directly to the competent authority on demand being raised by the competent authority.

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

### SCHEDULE

All that piece and parcel of Bungalow No. \_\_\_\_\_ on \_\_\_\_\_, having carpet area of \_\_\_\_\_ sq. mtrs., (\_\_\_\_\_ sq. ft.), plot area of \_\_\_\_\_ sq. mtrs (\_\_\_\_\_sq. Ft.), balcony/verandha admeasuring \_\_\_\_\_ sq. mtrs, wash area admeasuring \_\_\_\_\_, having open terrace area admeasuring \_\_\_\_\_ sq. mtrs in the group housing colony "**Astha Villa**", situated at Vastral, in the revenue estate of District Ahmedabad city-13, Gujarat.

Note: Bungalow no. \_\_\_\_\_ includes undivided and undermarketed share of \_\_\_\_\_ sq. mtrs in the land of the scheme

The said Bungalow is bounded as under:

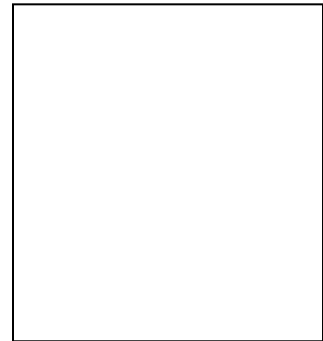
East by:-  
West by:-  
North by:-  
South by:-

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

**FOR LAND OWNER/PROMOTOR**

**For Jai Ambe Infrastructure**

**Sanjay C Patel**  
**Partner**



**FOR THE ALLOTTEE/S**

1. \_\_\_\_\_



**Witnesses:**

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_