

DEED OF CONVEYANCE

FOR RS. _____ =00

THIS DEED OF CONVEYANCE made at Ahmedabad on
this day of, 2017.

#2#

BETWEEN

_____, A Private Limited Company
incorporated under Companies Act, 1956 and having its
registered _____ office _____ at

_____,
hereinafter referred to as the "Vendor" and/or "Co." (which
expression shall, unless it be repugnant to the context or the
meaning thereof, be deemed to mean and include its present
and future directors and their heirs, executors, successors,
administrators, legal representatives and permitted assigns
etc.) of the FIRST PART;

P. A. No. : _____

AND

[1] _____

P. A. No. : _____

[2] _____

P. A. No. : _____

Both adult, Indian Inhabitant, having address at

_____.
Hereinafter referred to as the "PURCHASER" (Which
expression shall unless repugnant to the context and meaning
thereof shall mean and include his/her/their/its heirs, legal
representatives, executors, successors and assigns) of the
SECOND PART.

The Vendor and Purchaser are hereinafter individually referred
to as the 'Party' and collectively referred to as the 'Parties'.

WHEREAS-

(A) The Co. is seized and possessed of or otherwise well
sufficiently entitled to all that piece and parcel of land

bearing _____, admeasuring _____ sq.mtrs. of the land bearing Final Plot No. _____, admeasuring _____ sq.mtrs. of Draft Town Planning Scheme No. _____, allotted in lieu of Block No. _____ admeasuring _____ sq.mtrs. paiki _____ sq.mtrs. and Block No. _____ admeasuring _____ sq.mtrs. paiki _____ sq.mtrs. situated within the village limits of _____, Taluka _____ in the Registration Sub-District of Ahmedabad- _____ (_____) of District Ahmedabad (For the sake of convenience hereinafter referred to as the "Said Land").

- (B) The Vendor has purchased the Said Property from _____ and others by sale deed registered in the office of the Sub-Registrar of Assurances under Serial No. _____ dated _____ and entry to that effect was mutated in the revenue record by mutation entry No. _____ dated _____, which was certified by the competent authority.
- (C) The Non-Agricultural Permission for _____ purpose of the "Said Land" was granted by the Secretary, Executive Committee and District Development Officer, District Panchayat, Ahmedabad under Order No. _____.
- (D) The Ahmedabad Municipal Corporation vide its outward No. _____ dated _____ has sanctioned the plan of the said scheme and also Ahmedabad Municipal Corporation has issued Commencement Letter for construction in Case No. _____ dated _____ and granted Development Permission.
- (E) The "Said Co." has floated a residential flats scheme known as "_____" (hereinafter referred to as the "Said Scheme") on the "Said Land"
- (F) The said scheme has been registered under the Real Estate (Regulation and Development) Act, 2016 and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 under Registration No. _____ dated _____.

#4#

- (G) The Vendor has initiated the construction from Basement to ____ floor as per the approved plan and Development permission.
- (H) The Ahmedabad Municipal Corporation has issued B.U. Permission of the said building vide its No. _____ dated _____.
- (I) The Party of the Second Part has visited the said scheme and has shown his/her/their/its willingness to purchase Flat No. _____ in Wing "____" having Carpet Area ("Carpet Area" means the net usable floor area of an Property, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Property) admeasuring about _____ sq.ft. (_____) situated on _____ Floor of the said Scheme along with (i) Wash Area Balcony admeasuring _____ sq.mtrs.. (ii) 1 Balcony admeasuring about _____ sq.mtrs.. (iii) Two covered/open car parking spaces situated on the ground floor / basement-1 / basement-2 admeasuring about _____ sq.mtrs.. in the scheme known as "_____" together with undivided share in the said land admeasuring about _____ Sq.Mtrs. (for the sake of convenience hereinafter referred to as the "Said Property") from the "Said Co." for the negotiated price of Rs. _____ per Sq.Mtrs. towards the carpet area of the flat and the entire negotiated lump sum consideration amount of the said property is fixed for **Rs. _____/- Rupees**
Only.
- (J) The said entire consideration amount of **Rs. _____/- Rupees**
Only is bifurcated as follows :-
- (i) Rs. _____=00 is towards the carpet area of the flat.

#5#

- (ii) Rs. _____=00 is towards the Wash Area Balcony.
- (iii) Rs. _____=00 is towards the Balcony.
- (K) The Vendor has executed Agreement for sale in favour of the Purchaser duly registered in the office of the Sub-Registrar of Assurances under Serial No. _____ dated _____.
- (L) The Vendor has provided the copies of Approved Lay-Out Plan, Key-Plan, Building Plan, Elevation Plan, Section Plan etc., N.A. permission, Sale Deed, 7/12 Extracts, all Mutation Entries No. 6, necessary orders/permissions, Loan Papers, Receipts of the Land Revenue, Title Clearance Certificate / Search Report etc. to the Party of the Second Part and after getting it verified through the Advocate / Solicitor / Legal Expert and after being satisfied with the same the Party of the Second Part has agreed to purchase the Said Property from the Vendor.
- (M) The Vendor has given all the information about quality of the materials and goods used in the said scheme to the purchaser, which the Purchaser has got verified through their experts of the respective fields and the Purchaser is fully satisfied with same.
- (N) The Vendor will obey all the terms and conditions, restriction laid down by the competent authority for passing the plan of the said scheme and will construct the said scheme accordingly. The vendor will be responsible for completing the construction of the said scheme and obtain B.U.Permission / Completion Certificate from the competent authority.
- (O) The Parties herein hereby agrees to obey the terms and conditions mentioned in this Sale Deed and also agrees to obey the Rules and Regulations / Laws enacted and framed from time to time by the Government.

NOW THIS SALE DEED WITNESSETH THAT:-

#6#

1. In consideration of the sum of **Rs. _____/-**
Rupees **Only** paid by the
Purchaser/s to the Vendor as per the details mentioned
hereunder:-

Amount Rs.	Cheque No.	Name of Bank

(the receipt whereof is acknowledged and admitted by the Vendor), the Vendor doth hereby grant, sell, assign, convey, transfer, assure and handed over physical, vacant and peaceful possession of the said Property unto the Purchaser/s TO HAVE AND TO HOLD all and singular the said property hereby sold, granted, conveyed and assured and intended or expressed so to be with their and every of their rights and appurtenances UNTO AND TO THE USE and benefit of the Purchaser/s forever and SUBJECT to the payment of all rents, taxes, assessments, dues and duties now chargeable upon the same or which may from the date of these presents become payable to the Government of Gujarat or any other Local/Public Body or Bodies in respect thereof.

2. The total consideration price as stated above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Goods and Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Vendor) up to the date of handing over the

possession of the Said Property, which shall be separately/payable by the Purchaser in the manner as may be decided by the Vendor.

3. **REPRESENTATION AND WARRANTIES OF THE VENDOR:**

- (i) The Vendor has clear and marketable title with respect to the said land; as de declared in the title report and has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said land for the implementation of the said scheme;
- (ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the said scheme and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the said land or the said scheme except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the said land or said scheme except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said scheme, said 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 said land, including the said scheme and the said property 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 property to the purchaser in the manner contemplated in this Agreement;
4. The information regarding the flooring, sanitary fittings, lifts etc. to be used in the said scheme has been annexes herewith as "Annexure A" and the Vendor will have to use the same materials / products in the said scheme. In case of any crisis in the supply of the same materials the Vendor may use the same quality or the superior quality of the other company.
5. The Purchaser will not store in the said property 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 said property 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 said property is situated, including entrances of the building in which the said property is situated and in case any damage is caused to the building in which the Said Property is situated or the Said Property on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of this breach.

6. The Vendor hereby declares that the Floor Space Index available as on date in respect of the said land is square meters only and Vendor has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said scheme. The Vendor has disclosed the Floor Space Index of as proposed to be utilized on the said land in the said scheme and purchaser has agreed to purchase the said Property based on the proposed construction and sale of Property to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

7. If within a period of five years from the date of handing over the Said Property to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Said Property or the building in which the Said Property are situated or any defects on account of workmanship, quality or provision of service, then, whenever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser 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.

8. The Vendor assures and declares unto the Purchaser that the said property was purchased out of the funds of Vendor and hence except the Vendor nobody else is having right, title, share, claim and interest and prior to the conveyance of the said Property, the Vendor has not

sold, transferred, assigned, mortgaged or gifted the said property or any part thereof to anybody else and that there is no any order passed by any court of law restraining the Vendor from being sale, transfer, assign, mortgage of the said property to anybody else and that there are no legal proceedings standing or held on the said property by any court or authority nor any such order is issued or served by any court or authority and that the said property is not under any acquisition, requisition or reservation and that our titles to the said property are absolutely clear, marketable and saleable.

9. The Purchaser will have to compulsorily become the member and obey the rules and regulations of the maintenance body to be formed in future. The purchaser will have to pay the amount of maintenance deposit, without any objection, to be collected by the maintenance body, in future.
10. The purchaser cannot give the said property on lease, sub-lease, rent, leave and license or in any manner for his/her/their/its personal benefit till the total sale consideration of the said property is completed.
11. The Purchaser/s are not entitled to make any change in interior/exterior elevation, exterior colour scheme of the said scheme. The Purchaser/s shall not be entitled to make any change/alteration in internal/external structure of the Said Property.
12. The Purchaser/s is required to keep the 'Said Property', walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the building other than their property.
13. The Purchaser shall have to maintain at their cost, the 'Said Property' in good condition, state and order, in which it is delivered to them and shall abide by all byelaws, rules and regulations of the government, electricity charges, local bodies and other authorities.

14. The Purchaser shall have to pay/contribute proportionate amount to service society/association formed for the maintenance of said “_____” Scheme.
15. The Party of the Second Part will have access rights to all common amenities and common areas provided by the Party of the First Part. The Party of the Second Part will also not claim individual ownership rights in the undivided share in land.
16. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
17. This Sale Deed is to be read and understood as per the provisions made under the Real Estate (Regulation and Development) Act, 2016 and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017.
18. Any dispute between parties shall be settled amicably.
19. That the rights and obligations of the parties under or 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 Ahmedabad courts will have the jurisdiction for this Agreement.
20. That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

#12#

.....Name of Purchaser

.....(Purchaser Address)

Email ID

M/s..... Vendor name

..... (Vendor Address)

Email ID.....

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

21. The out of pocket expenses, costs, and charges of and incidental to this conveyance to be executed hereafter or for any writing declaration indemnity etc. such as stamp duty, registration fee, GST and all other taxes and also fees of Advocate/Solicitor for obtaining Title Clearance Certificate of the said property shall be borne by the party of the SECOND PART Only.

SCHEDULE ABOVE REFERRED TO

(Description of the said Immovable Vendor)

All That Immovable Vendor Flat No. _____ in Wing "_____"
having Carpet Area ("Carpet Area" means the net usable floor area of an Property, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Property)
admeasuring about _____ sq.ft. (_____) situated on

#13#

_____ Floor of the said Scheme along with (i) Wash Area Balcony admeasuring _____ sq.mtrs.. (ii) 1 Balcony admeasuring about _____ sq.mtrs.. (iii) Two covered/open car parking spaces situated on the ground floor / basement-1 / basement-2 admeasuring about _____ sq.mtrs.. in the scheme known as “_____” together with undivided share in the said land admeasuring about _____ Sq.Mtrs. forming part of _____ admeasuring _____ sq.mtrs. of the land bearing Final Plot No. _____ admeasuring _____ sq.mtrs. of Draft Town Planning Scheme No. _____, allotted in lieu of Block No. _____ admeasuring _____ sq.mtrs. paiki _____ sq.mtrs. and Block No. _____ admeasuring _____ sq.mtrs. paiki _____ sq.mtrs. situated within the village limits of _____, Taluka _____ in the Registration Sub-District of Ahmedabad- _____ (_____) of District Ahmedabad.

The said “_____” scheme is bounded as follows :-

On or towards East : by _____

On or towards West : by _____

On or towards North : by _____

On or towards South : by _____

IN WITNESS WHEREOF the “Said Co.” hereto through its authorized director has hereunto executed this Agreement on the Day Month and year herein above written.

SIGNED AND DELIVERED BY THE
PARTY OF THE FIRST PART :-

In the presence of following
two Witness :-

(1) _____

(2) _____

#14#

**Photographs for the
identification of
the Property**

#15#

SCHEDULE AS PER SECTION 32(A) OF THE REGISTRATION ACT

Signature, Photograph and Thumb Impression of First Part:-

Signature, Photograph and Thumb Impression of Second Part:-
