

“ROYAL HOMES”

DEED OF CONVEYANCE

Deed of Conveyance made at Ahmedabad this day of month of 2017 of Flat No. admeasuring about sq.yard i.e sq.mtrs. of carpet area and sq.yard i.e Sq. mtrs. carpet area of balcony and sq.yard i.e Sq. Mtrs carpet area of wash area (As Per plan pass by A.M.C. Sq. Mtrs. of built area) on Floor of Block No. along with undivided proportionate Share of land in the scheme know as **“ROYAL HOMES”** constructed on non agriculture land bearing Final Plot No. 18/2 admeasuring 7892 sq.mtrs allotted in lieu of Revenue Survey No. 24 admeasuring 13152 sq. mtrs. which is comprised in draft Town planning scheme No. 32 situate Mouje Gota, Taluka Ghatlodia Awhmedabad City (west), in the Registration District of Ahmedabad and Sub District of Ahmedabad-8 (Sola) at the price of **Rs/- (Rupeesonly)**

BETWEEN

FIRST PARTY

-----:- **"BHAVYA BUILDCON" A**

VENDOR Partnership Firm having its office
At : Royal Homes, Opp : Satyamev Vista,
New Prahladnagar, Near Gota Cross
Road, Gota, Ahmedabad.
[PAN: AAKFB 6876 H]
Through its authorized partner Sitaram
Devkaran Patel
Occupation : Business, Hindu by religion.
Aged about 76 years,

(Hereinafter in this Deed referred to as "THE VENDOR" or
"FIRST PARTY, Which expression shall unless it be repugnant to
the context or meaning thereof be deemed to mean and included
the said VENDOR and its present & future partner, agents,
administrators successors, legal representatives and assigns of
the one part.)

AND

SECOND PARTY

-----:-
THE PURCHASER

1)

aged years, Occupation:, by religion

[PAN NO :]

Residing at:

(Hereinafter in this Deed referred to as "SECOND PARTY" or "THE PURCHASERS", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said PURCHASER'S, and their heirs, agents, administrators, successors, legal representatives and assigns other part.)

WEHREAS the Vendor firm is the owner and / or occupant or in possession of the Non Agriculture Land bearing Final Plot No. **18/2** admeasuring **7892** Sq. Mtrs. allotted in lieu of Revenue Survey No. **24** admeasuring 13152 sq. mtrs. which is comprised in Draft Town Planning Scheme No. **32** situated at mouje Gota, Taluka Ghatlodia Ahmedabad City (West) and District Ahmedabad. (Hereinafter Referred to as "Said Land").

AND WHEREAS The Partner's of the Vendor firm namely (1) Bhagirathbhai Baldevbhai Patel (2) Hiren Babubhai Patel (3) Mahesh Kalidas Patel (4) Kavim Kantilal Patel (5) Mukeshkumar Prahladbhai Patel (6) Sitaram Devkaran Patel has contributed the said land as capital into the firm executing a registered before Sub - Registrar article of agreement with serial no. 2584 on dated 30-3-2012 And effect of same day given in revenue record with mutation entry no. 5328 on dated 6-07-2012.

AND WHEREAS Non Agriculture use of the said land has been given by District Collector, Ahmedabad its order no. EST/N.A./T.B.KH./URGENT/K-65/SR34/2011 on dated : 21/02 /2012.

AND WHEREAS Ahmedabad Municipal Corporation issued Bulding commencement letter (Rajachitthi)

Block No. A Case No. BHNTI/ NWZ/ 250912/ P/ B4717/ R0/ M1 Rajachitthi No. 30143/ 250912/ B4717/ R0/ M1 dated 09/11/2012,

Block No. B Case No. BHNTI/ NWZ/ 250912/ P/ B4718/ R0/ M1 Rajachitthi No. 30144/ 250912/ B4718/ R0/ M1 dated 09/11/2012,

Block No. C Case No. BHNTS/ NWZ/ 250912/ P/ B4719/ R0/ M1 Rajachitthi No. 30145/ 250912/ B4719/ R0/ M1 dated 09/11/2012,

Block No. D Case No. BHNTS/ NWZ/ 161015/ GDR/ A5196/ R0/ M1 Rajachitthi No. 5210/ 161015/ A5196/ R0/ M1 dated 11/01/2016,

Block No. E Case No. BHNTS/ NWZ/ 161015/ GDR/ A5197/ R0/ M1 Rajachitthi No. 5211/ 161015/A5197/R0/ M1 dated 11/01/2016,

Block No. F Case no. BHNTS/ NWZ/ 250912/ P/ B4720/ R0/ M1 Rajachitthi No. 30146/ 250912/ B4720/ R0/ M1 dated 09/11/2012, for construction of the residential & commercial units on the said land in the scheme known as "ROYAL HOMES" (hereinafter referred as "the said project").

AND Whereas THE PURCHASER/S have/has perused, Studied and explained to themselves certificate and report on title of the said land issued by Advocate and records, documents, papers and writings referred to therein, sanctioned plans, specifications and designs of projects, area and size of units of project.

WHEREAS THE VENDOR has given copy of the approved plan, Rajachitthi issued by AMC, copy of Sale deed registered in favour of THE VENDOR, its Index No.2, Form No. 7-12, Form No 6 (Mutation Entries), Copy of N.A. Use permission etc. to THE PURCHASER/S herein. THE PURCHASER/S has carefully inspected and studied the same and is fully satisfied about them. THE PURCHASER/S is satisfied about the clear and marketable title of THE VENDOR for the said land and the legality of the construction.

AND WHEREAS, THE PURCHASER/S herein has/have desired to purchaser Flat No.admeasuring Sq. yards equivalent to sq. mts of Carpet Area and Sq. yards equivalent to sq. mts of Balcony Area and Sq. yards equivalent to sq. mts of Wash Area (As per plan pass by Ahmedabad Municipal Corporation Sq. Mtrs of built-up area) on Third floor of Block no "A" in the scheme known as "**ROYAL HOMES** " constructed on the said land and together with proportionate undivided, impartible and indivisible share in the said land and together with right to use common amenities in the in the said project (hereinafter collectively referred to as "the said property" more particularly described in the schedule hereunder written) constructed on the said land.

THAT THE VENDOR has agreed to sell and THE PURCHASER/S herein has agreed to purchase by way of sale

from THE VENDOR, the said property at the price of **Rs./- (Rupees only).**

NOW THIS INDENTURE WITNESSETH THAT in consideration of the payment of the said sum of **Rs./- (Rupees only)** paid as mentioned below by the Purchaser to THE VENDOR being the full consideration payable by the Purchaser for the said property more particularly described in the schedule hereunder written; the payment and receipt whereof THE VENDOR doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit, release and discharge the Purchaser, THE VENDOR doth hereby convey, grant, transfer and assure unto the Purchaser ALL THAT piece and parcel of the said premises more particularly described in the schedule hereunder written TOGETHER WITH undivided proportionate right in the compound, sewage, drains, plants, shrubs, ways, paths, passage, commons, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenances, undivided proportionate common land, margin land and passages etc whatsoever to the said land, and premises or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now hath or any time heretofore usually held, used, occupied or enjoyed or reputed or known as part thereof and to belong or be appurtenant thereto proportionately with other co-owners of the building AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of THE VENDOR in to out of or upon the said Office/Shop Premises, proportionate undivided land and premises or any part thereof TO HAVE

AND TO HOLD the said Office/Shop and undivided proportionate right in the said land and premises hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances UNTO AND TO THE USE and benefit of the purchaser for ever and also subject to the terms and conditions stated in this Deed.

THAT the Purchaser has paid the abovestated said price to THE VENDOR in the manner as stated hereunder:-

Amount paid to THE VENDOR by Purchaser

Sr.No	Amount (Rs.)	Number and Date of Cheque	Name of Bank & Branch
1	/-	 Dated	, Branch,
Total	Rs..... /- (Rupees Ten Lakh Only)		

That quiet, vacant and peaceful possession of the said property described in Schedule is delivered by THE VENDOR herein to the Purchaser today and the Purchaser acknowledges the delivery of the said property by THE VENDOR in good and proper condition. The said property shall be put to use after obtaining B.U. Permission.

AND THE VENDOR doth hereby for itself, its executors, administrators and assigns COVENANT with the PURCHASER that notwithstanding any act, deed, matter or thing whatsoever by THE VENDOR or any of it present & future partners or their

testators or any person or persons lawfully, or equitably claiming by, from, through, under him or them or omitted or knowingly suffered to the contrary THE VENDOR now at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the said property and proportionate undivided right in the land or ground hereditaments and premises hereby granted, conveyed released or assured or intended so to be unto and to the use of the Purchaser in the manner aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the society/association.

AND THAT THE PURCHASER shall and may at all time hereafter peaceably and quietly enter upon, have occupy, possess and enjoy the said property and receive the rents and profits thereof and of every part there to and for his/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by them THE VENDOR or any members or any of them or claiming by, from, under or in trust for him or any of them upon fulfillment of and subject to what is stated herein.

AND full and free right, liberty and license for THE PURCHASER/S, their heirs, agents and assigns for the time being of the said property, hereditaments and premises and his or their tenants and servants and all other persons authorized in that behalf by him or them from time to time and at all time hereafter by day and or night (subject to the restriction as may be put by the society/association) for all purposes connected

with the use and enjoyment of the said hereditaments to go, return, pass and re-pass with or without vehicles in, along, over and upon the land of common facilities and approaches subject to what is stated elsewhere in this Deed.

Moreover terms and conditions of Agreement for Sale, Conveyance and all other deeds like possession agreement, booking agreement etc if given, shall also be binding upon the purchaser and its transferee. The Purchaser agrees that though he/she/it has become free, independent and absolute owner of the said property, the said property shall be used, occupied and transferred by him as per rules and regulation that may be framed by the society/association as the case may be. Therefore the use and transfer etc of this property shall be in accordance with the rules and resolutions of the society/association which may be formed.

THIS DEED OF CONVEYANCE FURTHER WITNESSES and it is hereby mutually agreed by and between the parties hereto as under:-

NOW REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

THE VENDOR hereby represents and warrants to THE PURCHASER/S as Follows :

- i. THE VENDOR has clear and marketable title with respect to the project land 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 encumbrance 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/Scraped 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 property

which will, in any manner, affect the rights of THE PURCHASER/S 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/S in the manner contemplated in this Agreement ;

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.

NOW THE PURCHASER/S or himself/ themselves with intention to bring all persons into persons into whosoever hands the Said property may come, hereby covenants with THE VENDOR as follows :-

i. To maintain the Said property at THE PURCHASER/S's own cost in good and tenantable repair and condition from the date that of possession of the Said property is taken and shall not do or suffer to be done anything in or to the building in which the Said property 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 Said property is situated and the Said property itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to 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 damages 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 THE PURCHASER/S in this behalf, THE PURCHASER/S shall be liable for the consequences of the breach.

- iii. To Carry out at his/her/themselves own all internal repairs to the said property and maintain the Said property in the same condition, state and order in which it was delivered by THE VENDOR to THE PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the Said property is situated or the Said property which may be contrary to rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of THE PURCHASER/S committing any act in contravention of the above provision, THE PURCHASER/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Said property or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said property is situated and shall keep the portion, sewers, drains and pipes in the Said property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said property is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said property without the prior written permission of THE VENDOR and/or the society or the Limited Company.
- iv. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Said property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said property in the compound or any portion of the project land and the building in which the Said property is situated.
- vii. 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 Said property is situated.

- ix. 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 Said property by the Said property by THE PURCHASER/S for any purposes other than for purpose for which it is sold.
- x. THE PURCHASER/S agrees and understands that the common amenities allotted to commercial units shall not be accessed and used by THE PURCHASER/S of Residential Units and similarly the common amenities allotted to Residential Units shall not be accessed and used by THE PURCHASER/S of Commercial Units.
- xi. THE PURCHASER/S agrees and accepts that there are separate parking areas for the occupant of commercial cum residential unit holder and THER PURCHASER/s shall not occupy the parking area other than demarked parking slot for respective Units. Further, THE PURCHASER/S agrees and understands that the space for parking of vehicles allotted with the said property shall remain attached with the said property. Such parking space shall not be used for any purpose other than parking of private or personal vehicles and shall be transferred to the unit holder on execution of this deed of conveyance. THE PURCHASER/S shall not sell, purchase, rent or transfer the space for parking of vehicles allotted with the said property in any manner to any third person.
- xii. THE PURCHASER/S and persons to whom the said property and persons to whom the said property is ultimately transferred, assigned or given possession shall observe and

perform all the rules and regulations, which the society/association may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the units therein and for the observance and performance of the said building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. THE PURCHASER/S shall also observe and perform all the stipulations and conditions laid down by the society/association regarding the occupation and the use of the said property in the said scheme and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this deed/ bye-laws of the Society/ Association.

xiii. THAT the Purchaser shall keep insured the said property against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value thereof and the purchaser with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the said Service Society or THE VENDOR, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the Unit/Units being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the Unit.

xiv. That the doors, windows etc in the unit are made of wood and are likely to be swollen during monsoon due to humidity/damp and thereby can cause some hardship to the

purchaser/occupiers. It is due to act of nature. The purchaser/occupier agrees not to claim any damages on that ground.

- xv. Similarly the purchaser shall also not be entitled to recover any damages due to rusting of stoppers etc, which is usual due to monsoon humidity. Similarly the leakage of water from the toilets, bathrooms is also likely to happen in the said premises as well as from the neighbor and upper units. Leaked water/moisture is likely to appear on the walls of the said Office and that may deteriorate the painting and plaster on the walls. Purchaser is 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. Purchasers agree that THE VENDOR shall not be liable for any damage in the said property due to leakage of water and its various other bad effects.
- xvi. The said building shall always be known as "ROYAL HOMES". This name shall not be changed under any circumstances by the Purchaser and other unit holders.

The said land is located in Gota within the limits of Sola Police Station of Ahmedabad and is situated outside the area covered by the Gujarat Prohibition of Transfer of Immovable

Property and Provisions for Protection of Tenants from Eviction from premises in disturbed area Act, 1991 and therefore, no prior permission of the Collector of Ahmedabad for the transfer of the said property is required to be obtained for this Sale Deed.

THAT the expenses for Stamp Duty, Additional Stamp Duty, Registration fees, miscellaneous expenses, Lawyer's fees etc in respect of this sale deed shall be borne by THE PURCHASER alone. THE PURCHASER shall also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act. THE PURCHASER/S also agrees to pay/reimburse to THE VENDOR the GST Tax if payable in respect of this Sale transaction.

S C H E D U L E

All the piece and parcel of premises bearing Flat No. on the of Block admeasuring thereabout sq.yard i.e sq.mtrs. of carpet area and sq.yard i.e Sq. mtrs. carpet area of balcony and sq.yard i.e Sq. Mtrs carpet area of wash area (As Per plan pass by A.M.C. Sq. Mtrs. of built area) together with proportionate undivided share of land in the total land of the scheme known as **“ROYAL HOMES”** with all common amenities provided by the said vendor firm in the Scheme known as **“ROYAL HOMES”** constructed on non agriculture land bearing Final Plot No. 18/2 admeasuring 7892 sq.mtrs allotted in lieu of Revenue Survey No. 24 admeasuring 13152 sq. mtrs. which is comprised

in draft Town planning scheme No. 32 situate Mouje Gota, Taluka Ghatlodia Ahmedabad City (west), in the Registration District of Ahmedabad and Sub District of Ahmedabad-8 (Sola).

The boundaries of the **“ROYAL HOMES”** scheme as here under :

On or towards East : Final Plot No. 20 & 21

On or towards West : 18 Mtr. T.P. Road

On or towards North : 30 Meter T.P. Road

On or towards South : Final Plot No. 3 + 6

Boundaries of Flat No. **E - 701** are as hereunder

On or towards East : FLAT NO. E - 704

On or towards West : SOCIETY COMMON PLOT

On or towards North : MARGIN BETWEEN BLOCK E
AND BLOCK F

On or towards South : FLAT NO. E - 702

IN WITNESS WHEREOF the vendors have hereunto set and subscribe their hands and seal the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

by the within named

BHAVYA BUILDCON

Through its authorized partner

SITARAM DEVKARAN PATEL
(The Vendor)

In the presence of

1. _____ 2. _____

Schedule under the section-32/A of Indian Registration Act

SIGNED, SEALED AND DELIVERED
by the within named
BHAVYA BUILDCON
Through its authorized partner

SITARAM DEVKARAN PATEL
(The Vendor)

.....
GOHIL VIRENDRASINH BHARATSINH

(The Purchaser/s or The Member/s)

PROPERTY IDENTITY PHOTO

PROPERTY POSTAL ADDRESS : FLAT NO. E - 701, ROYAL HOMES, NEAR GOTA CROSS ROADS, GOTA, AHMEDABAD - 382481 PROPERTY VENDOR’S SIGN :..... PROPERTY PURCHASER’S’S SIGN :.....