

DEED OF CONVEYANCE

This DEED OF CONVEYANCE made at Dholka on this Day of , in the year Two Thousand and between:

ROYAL INFRASTRUCTURE, (PAN: AFFPM 9292 J) through its proprietor Kavitaaben Krutarthbhai Mistry, aged about 40 years, having Registered Office at: Royal House, Royal Estate, Dholka, District Ahmedabad. Hereinafter referred to as “the Promoter” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include the said Promotor/Seller, its partners, legal representatives, successors and assigns as at present and from time to time) of the **ONE PART**, AND

Mr._____, (PAN _____), aged about ____ years, Hindu by faith, residing at _____. Hereinafter referred to as “the Allottee” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include the said Allottee/Purchaser, his heirs, executors, legal representatives, successors and assigns as at present and from time to time) of the OTHER PART.

WHEREAS by virtue of Registered Deeds of conveyance the Vendor is entitle to the nonagricultural land bearing Survey No. 618 admeasuring 8740 square meters out of 38,648 square meters area as mentioned in the approved plan is designated for project land situated at Moje Dholka, Registration District and Taluka Dholka, District Ahmedabad. Hereinafter referred to as “the project land”.

WHEREAS under and by virtue of the Registered sale Deed no. 2243 dated 25-05-2006 the Vendor is entitled to the nonagricultural land bearing Survey No. 618 admeasuring 38,648 square meters situated at Village Dholka, Taluka Dholka and District Ahmedabad. The vendor has developed 61 residential bungalows scheme known as ROYAL SKY on 8740 square meters out of 38548 square meters NA land of survey no. 618 situated at Moje Dholka, Registration District and Taluka Dholka, District Ahmedabad. Hereinafter referred to as “the project land”.

AND WHEREAS the vendor has obtained necessary permissions including Commencement Letter from the competent authority to develop the said project land and has constructed 61 Bungalows on said project land as per approved plan and Commencement Letter (Rajachitthi) issued by Dholka Nagar Palika.

AND WHEREAS the Promoter has registered the Project under the Provisions of the Act with the Real Estate Regulatory Authority under serial no. _____ dated _____

AND WHEREAS the Allottee is the Allottee is offered an Bungalow bearing number ____ admeasuring ____ square meters Plot area and ____ square meters (built-up area) and _____ square meters (Carpet area) construction constructed there on consisting internal carpet area ____ square meters, ____ square meters balcony area and ____ square meters washroom area together with undivided proportionate share in the project land known as ROYAL SKY, More particularly described in the First Schedule written hereunder.

AND WHEREAS the Seller herein has agreed to sell, transfer convey and assign the said property and the Purchaser has agreed to purchase and

acquire the said property, free from all encumbrances for a total consideration of Rs. _____/-(Rupees _____ Only).The consideration includes consideration of **Balcony, Varandah, and Wash area of the said residential property.**

AND WHEREAS being a proprietor and owner of the project land and promoter is in possession of the project land, the Promoter has sole and exclusive right to develop and sell the Units in the said building/s constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Properties and also to receive the sale consideration in respect thereof;

AND WHEREAS the allottee has inspected all the documents such as Title relating to the project land and the plans, designs and specifications prepared by the Architects, Other permissions, approvals and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same;

AND WHEREAS the parties hereto have executed an Agreement to Sale on _____ which has been registered before the sub registrar, Ahmedabad vide registered no. _____.

AND WHEREAS constructions of the said property and building is complete and the Promoter has got all the approvals from the concerned local authority(s) including Building Completion Certificate or Occupancy Certificate or Building Use Permissions of the said Building.

In the premise, the parties have now agreed to complete the transaction after getting this Deed duly stamped and in the manner set out herein below:

NOW THIS INDENTURE WITNESSETH THAT in consideration of the premises contained hereinabove and in consideration of the sum of ₹ _____/- (Rupees _____ Only) paid by the Purchaser to the Promoter/Seller in the manner as stated in the Memo of consideration appended herein below on or before execution of these presents.

MEMO OF CONSIDERATION

AMOUNT	DETAILS
	(Rupees _____ Only) paid by cheque no. _____ dated _____ drawn on _____ Bank The receipt whereof the Seller doth hereby admit and acknowledge.
	(Rupees _____ Only) paid by cheque no. _____ dated _____ drawn on _____ Bank The receipt whereof the Seller doth hereby admit and acknowledge.
	1% TDS deducted as per Income Tax Act.
	Total

As per Income Tax Act TDS @ 1% as mentioned above has been deducted and the parties hereto shall pay the said TDS amount to the department.

THE SELLER doth hereby admit and acknowledge the receipt and of and from the same and every part thereof doth forever, acquit, release and discharge the said Purchaser. The Seller doth hereby grant, sell, assign, release, convey and assure unto the said Purchaser forever the said property as also their all right, title and interest in the said property. AS ALSO TOGETHER with full right, and absolute authority as owner of the said property to use, occupy and enjoy all the rights of the said property.

THE SELLER doth hereby TO HAVE AND HOLD ALL and singular the said property hereby granted conveyed and assured forever with the right to continue to use, occupy and enjoy the same as owner subject to payment of rates, taxes, assessments, dues, duties administration charges now chargeable upon the same or hereafter to become payable to the state of Gujarat or any other public body in respect thereof including Gram Panchayat, Electricity Company and the Seller doth hereby for themselves and their heirs, executors, administrators and assigns covenants with the purchaser that notwithstanding any acts, deeds, matters or things whatsoever by the Seller or by any person or persons

lawfully or equitably claiming by, from through, under or in trust for either of them made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Seller has good right, full power to grant, release, convey, assign and assure the said property hereby granted,

released, conveyed and assured or intended or expressed to be unto and to the use of the said Purchaser in the manner aforesaid and that it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with their appurtenance, and receive the rents, issues and profits hereof and of every part thereof to and own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Seller or their heirs, executors, administrators and assigns lawfully or equitably claiming or to claim by, from, under or in trust for them and that he is hereby specifically declared that the purchaser undertake to observe, perform and obey all the rules, regulations etc.

NOTWITHSTANDING anything contained hereinabove, the Seller is hereby declared that the Seller has transferred, conveyed and assured unto the Purchaser the said property and to have and hold the same subject to such covenants, obligations, conditions provisions stipulations as may have been prescribed by the Government and other local bodies from time to time.

AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Seller sufficiently saved, defended, kept harmless and indemnified of, from and against all estates, charges and encumbrances whatever either already or to be hereafter had, made, executed, occasioned and suffered by the Seller or by any other person or persons lawfully or equitably claiming by, from under or in trust for its. AND further that the Seller and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property hereby granted or any part thereof by, from under or in trust for her.

THE SELLER covenant with the purchaser herein that the Seller shall and will from time to time hereafter at the request of and cost of the Purchaser do and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyance and assurance in law whatsoever for better, further and the more perfectly and absolutely granting the said property and every part thereof hereby granted in to and to the use of the Purchaser in the manner aforesaid, its trustee and/or assigns and its counsel in law.

THE SELLER hereby declares that all the taxes, cesses, charges and other outgoings payable to the Revenue Authority concerned, Local Authority, Gram Panchayat and Electricity Company payable by the Seller upto date has been paid by the Seller and the same henceforth shall be paid by the purchaser to the said Authorities etc.

THE SELLER hereby declare that the Seller has not raised any loan or any kind of financial assistance from any Bank, Corporation or Financial Institution or any person, body or authority on security of the said property or part thereof and Seller has not to pay any loan installment, interest and other charges in relation thereto. Not only that but the Seller has not stood as Guarantor and mortgage the said property and security for any loan or financial assistant given to any person body or authority and Seller has not obtained any solvency certificate on the basis of said property and has not used the same for any purpose of whatsoever nature.

The Seller declare that Seller has not received any notice under the land acquisition or requisition Act, The Bombay Provincial Municipal Corporation Act, the Gujarat Town Planning and Urban Development Act, Epidemic Diseases Act, Defense of India Act or any other Statutory Enactment or other public body or authority for requisition or acquisition of the said property.

The Seller declares that no suit or any court or revenue proceedings under any act for the time being enforce and applicable to

the said property including Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 are pending against the Seller in respect of the said property and no attachment before or after judgment or levied on the said property and the Seller has not created any lien thereon.

The Seller declare that the Seller has not been restrained by any court of Law or authority for transferring or alienating the said property in any manner of whatsoever nature either under interim injunction or otherwise.

The Seller further binds themselves and agrees to indemnify and keep indemnified the Purchaser in respect of any defect in the title in respect of the property conveyed and transferred at any time and to remove the defects if any, in titles at its own costs and risks.

That the Seller has also handed over the actual physical and vacant possession of the said property to the Purchaser and has also delivered the said title deeds and documents to the Purchaser.

That the Seller has observed and performed all the rules and regulations under which the Seller has acquired the said property and the Seller has not committed any breach either of the said rules and regulations of the any act/Law/local authority.

That the Seller bind himself that within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the

Promoter 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 Promoter or beyond the control of the Promoter.

THAT the allottee has become the member of the society/association formed by the promoter and the allottee bind himself/herself/themselves to follow the rules and regulations of the said society, they also pay maintenance charges and other amount which may be decided by the said society from time to time.

THAT The Allottee assures that he/she/ they shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alternations, or amendments thereof that may be made from time to time for protection and maintenance of the said building rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this agreement.

Both the parties hereto as agree to accept relevant terms and conditions stipulated in the registered agreement to sale executed by and between the parties. It is further clarify here that to avoid repetition title history of the project land and other relevant conditions are not mentioned in these present, but same shall be binding to all parties of this present.

All the expenses such as stamp duty, additional Stamp duty, registration fee, Advocate Fee and all other miscellaneous expenses in respect of the documents will have to be borne by the Purchaser alone.

Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Concern Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

SEVERABILITY :- 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 laws, 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.

The Promotor has undertaken that the development of the said project as per the approved plan and also has completed the construction of the said building and other development work of the said project as per the approved plan and pursuant to the same at present said project is running therefore the competent authority has not issued Occupancy certificate (OC) and/or the Building use permission (BU).

The Promoter shall not have any claim over additional future FSI Terrace and Common Area Rights after Building Use Permission has been obtained. Such Rights if any will be enclosed by the Society of Buyer

FIRST SCHEDULE ABOVE REFERRED TO

All that property bearing Bungalow number ____ admeasuring ____ square meters Plot area and ____ square meters (built-up area) and ____ square meters (Carpet area) construction constructed there on consisting internal carpet area ____ square meters, ____ square meters balcony area and ____ square meters washroom area together with undivided proportionate share in the project land known as ROYAL SKY constructed on the nonagricultural land bearing Survey No. 618 admeasuring 8740 square meters situated

at Moje Village Dholka, Taluka Dholka, District Ahmedabad and is bounded as under:

East:

West:

North;

South:

PHOTOGRAPHS OF THE PROPERTY (TWO)

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN)
NAMED PROMOTER:)
KAVITABEN KRUTARTHBHAI MISTRY
Proprietor of ROYAL INFRASTRUCTURE) _____

SIGNED AND DELIVERED BY THE WITHIN)
NAMED ALLOTTEE MR. _____) _____

In the presence of
1. _____) _____
2. _____) _____

Schedule as per Section-32/A of the Registration Act

<u>The Vendor/Promotor</u>	<u>Photograph</u>	<u>Fingerprint</u>
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(KAVITABEN KRUTARTHBHAI MISTRY, Proprietor of Royal Infrastructure, who has signed this presence.)

<u>The Purchaser/Allottee</u>	<u>Photograph</u>	<u>Fingerprint</u>
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(Mr. _____, who has sign this presence.)