

DEED OF CONVEYANCE

THIS INDENTURE made at Ahmedabad this _____
BETWEEN

Vendor- First Party :-

Devnandan Builders **PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 and having its Registered Office situate 203, Ashirvad Complex, Dharnidhar Road, Paldi, Ahmedabad – 380 007 through its Authorized Person **Shri Rajeshbhai Chinubhai Thakkar**, Adult, By Religion- Hindu, Occup. :- Service. Address: 203, Ashirvad Complex, Dharnidhar Road, Paldi, Ahmedabad – 380 007 PAN CARD NO.AACCD2974K hereinafter referred to as "the Vendor" (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the One Part in favour of

Purchaser- Second Party :-

1.

PAN CARD NO. :-

2.

PAN CARD NO. :-

Both adult, Both **residing** at:-

Hereinafter referred to as “the Purchaser” (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include **his/her/their respective** heirs, executors, administrators and assigns) of the Other Part.

WHEREAS the Vendor is absolutely seized and possessed of and otherwise well and otherwise well and sufficiently entitled to all that piece of parcel of freehold non-agricultural land situate lying and being at **DEVNANDAN HORIZON**, Chandkheda, Ahmedabad and forming part of **Survey No.230/2** of Mouje Chandkheda of Sabarmati Taluka in the Registration District Ahmedabad and Sub-District **of Ahmedabad - 2 (Wadaj)** and bearing **Final Plot No. 230/2 paiki** of **Town Planning Scheme No.22** admeasuring **2844 Sq. Mtrs.**, or thereabouts (hereinafter referred to as "the said bigger Plot of land") free from any charge or encumbrances.

AND WHEREAS the said bigger plot of land was duly converted to **Non-Agricultural** purpose vide Order No.CB/LAND-1/NA/SR-76/2012 dated:- 01/05/2012 issued by the Collector, Ahmedabad.

AND WHEREAS the Vendor has got the plans approved for parking in the 1st Cellar and Ground Floor and for residential construction of Flats on the First Floor to Fourteenth floor on the project land duly approved by Ahmedabad Municipal Corporation vide its Rajja Chitti No.00651/151113/A0784/RO/M1 dated 24/01/2014 has been carried out by the Vendor as per the plans approved.

AND WHEREAS the Vendor pursuant to the approved plans had started the activity of construction of the scheme of residential cum commercial on the said bigger plot of land known as “**DEVNANDAN HORIZON**” and has completed the construction work of the said scheme and has also obtained Building Use Permission from the authority vide its permission No. _____ dated _____.

AND WHEREAS the Purchaser having understood the said scheme and having agreed to abide by the rules and regulations of the scheme and pursuant to the Agreement for Sale dated ____ day of _____, 2017 made between the Vendor and the Purchaser and registered with the Sub-Registrar, Ahmedabad -8 (Sola) under Serial No. _____, the Vendor has agreed to sell and transfer all that _____ sq. mtrs. of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at **DEVNANDAN HORIZON**, Chandkheda, Ahmedabad and forming part of Survey No.673/2 of Mouje Chandkheda of Sabarmati Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad -2 (Wadaj) and bearing Final Plot No. **230/2 paiki** of Town Planning Scheme No.22 admeasuring 2844 Sq. Mtrs., or thereabouts together with a **Flat No.** _____ on _____ Floor of Block No. _____, admeasuring _____ **Sq. Ydrs. i.e** _____ **Sq.Mtrs.** (Carpet Area) or thereabouts standing thereon togetherwith parking admeasuring _____ Sq. Mtrs., (hereinafter referred to as “the said property”) to the Purchaser and the Purchaser has agreed to purchase and acquire the said property from the Vendor free from any charge or encumbrances at or for a price or consideration of **Rs.** _____ **/- (Rupees** _____ **Only).**

AND WHEREAS the Purchaser has requested the Vendor to execute a Deed of Conveyance in **his/her/their** favor in respect of the said property, which the Vendor has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH:

I. In consideration of the sum of **Rs.** _____ **/- (Rupees** _____ **Only)** paid by the Purchaser to the Vendor towards consideration on or before the execution of these presents (the payment and receipt whereof the Vendor doth hereby admit and acknowledge of and from the same and every part thereof doth for ever acquit, release and discharge unto

the Purchaser), the Vendor doth hereby grant, transfer, assign, release, convey and assure unto the Purchaser for ever all that _____ **sq. mtrs.** of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at **DEVNANDAN HORIZON**, Chandkheda, Ahmedabad and forming part of Survey No.673/2 of Mouje Chandkheda of Sabarmati Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad -2 (Wadaj) and bearing Final Plot No. **230/2 paiki** of Town Planning Scheme No.22 admeasuring **2844 Sq. Mtrs.**, or thereabouts together with a **Flat No.** _____ on _____ Floor of Block No. _____ admeasuring _____ **Sq. Fts. i.e** _____ **Sq.Mtrs. (Carpet Area)** or thereabouts togetherwith parking admeasuring _____ Sq. Mtrs., standing thereon and more particularly described in the Schedule hereunder written together with all and singular the courts, yards, areas, ways, wells, compounds, paths, passages, water courses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, member and appurtenances whatsoever to that piece or parcel of land or ground belonging to or anywise appertaining to or with the same or any part thereof now or at any time hereto before usually held, occupied or enjoyed therewith or reputed or known as part parcel or member thereof or belong to or be appurtenant thereto AND ALSO TOGETHERWITH all the deeds, documents, writings and other evidences of right, title relating to that piece or parcel of land hereditaments and premises or any part thereof AND ALL the estate, right, title, interest, use, inheritance, profits, benefit, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said property or any part thereof AND TO HAVE AND TO HOLD all that piece or parcel of land hereditaments and premises or any part thereof hereby granted, released and assured or intended so to be with its and every of its rights, title and appurtenances UNTO AND TO THE USE and benefit of the Purchaser for ever SUBJECT to all rents, rates, taxes, assessments, dues and duties chargeable upon the same or which may from the date of possession become payable in respect thereof to the State of Gujarat or Ahmadabad Municipal or any local body or bodies.

II. AND the Vendor doth for itself and its successors in title and assigns covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever done by it, the Vendor or by any of them or by any person or persons lawfully or equitably claiming by from through under or in trust for the

Vendor, made, done, committed or omitted knowingly or willingly suffered to the contrary, the Vendor now have for themselves good right, full power and absolute authority to grant, convey, release, assign and assure all that piece or parcel of land or ground hereditaments and premises hereby granted, conveyed, released and assured or intended so to be with its and every of its right, title and appurtenances UNTO AND TO THE USE of the Purchaser in the manner aforesaid AND the Purchaser shall and may at all times from the date of possession peaceably and quietly have occupy, possess and enjoy the said land, hereditaments 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 them, the Vendor or by any person or persons lawfully or equitably claiming or to claim by from under or in trust for them or any of them AND that free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified of from and against all encumbrances whatsoever had executed occasioned or suffered by the Vendor or any of them or any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them and/or any of them AND FURTHER that the Vendor and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the Vendor or any of them shall and will from time to time and at all times from the date of possession at the request and cost of the Purchaser do or execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, matters, things, evidences and assurances in the law whatsoever for the better and more perfectly and absolutely granting, releasing and assuring the said land, hereditaments and premises and every part thereof UNTO AND TO THE USE of the Purchaser in the manner aforesaid by the Purchaser, his / her / their heirs, executors, administrators, successors and assigns as shall be reasonably required.

III. The Purchaser declare having verified the construction and being satisfied with the quality and nature of construction through his/her/their professional hereby has got these deed duly executed by the Vendor and only after the receipt of the entire full and final payment of the sale consideration, AMC, Legal

charges, maintenance charges and other charges will the Vendor hand over the peaceful, actual, physical and vacant possession of the said property in the presence of two witnesses to the Purchaser and the Purchaser further declares and confirms that since **he/she/they is/are** satisfied regarding the title to the said property and the quality of construction and having verified the same through their Professional, the Purchaser has requested the Vendor to execute and register these presents and only after payment of the entire full and final payment of the sale consideration, AMC, Legal charges, maintenance charges and other charges will the Purchaser take over the peaceful, actual, physical and vacant possession of the said property in the presence of two witnesses from the Vendor and therefore the Purchaser hereby agrees and undertakes to never raise any dispute in regard to the same with the Vendor.

VI. The Purchaser agrees and undertakes to abide with the following terms and conditions of the scheme and only after the Purchaser having agreed to adhere to the said terms and conditions of the scheme has the Vendor sold and conveyed the said property to the Purchaser and has enrolled the Purchaser as its members.

- i) The Vendor is and will be the exclusive owner of the open terrace and margin space on the ground floor and is absolutely entitled to deal/transfer the same in favor of any person and in any manner as the Vendor may decide and the additional present and future FSI in respect of the said scheme and said bigger plot of land is also the sole and exclusive ownership of the Vendor and the Vendor is fully authorized and entitled to deal/transfer such open terrace, margin space on the ground floor and additional present and future FSI along with construction and the Purchaser shall not have any right or shall never claim in respect of the Vendor's exclusive ownership right in the open terrace, margin space and the Additional present and future FSI and the Vendor shall be fully entitled to get the plans duly passed through the concerned authority for utilizing the additional present and future FSI in present or in future and deal and transfer the open terrace and margin space and its rights to such persons as the Vendor may deem fit and proper and at such rates as the Vendor desire. The Vendor shall also fully be entitled to sell and transfer the additional present and future FSI and/or construction done by the Vendor on the

terrace utilizing the additional present and future FSI and the Purchaser shall not have any right to access over the open terrace and shall never claim over such new construction done by the Vendor on the terrace by using present and future FSI and if the margin space is specifically permitted to be used by the Vendor to a particular person then the Purchaser shall never claim any right to such margin space;

- ii) The Purchaser shall have to contribute towards Building Maintenance and the Purchaser shall also have to contribute to such accidental future expenses to be incurred for the maintenance of the said complex without any dispute or delay.
- iii) The Purchaser shall never change the name of the scheme which scheme shall forever be known “**DEVNANDAN HORIZON**”.
- iv) The Purchaser shall have to compulsorily use the said property for personal residential use only and shall never use the said property for running a office or for any commercial use or activity or any other purpose other than residential use;
- v) The Purchaser further declares that it shall never make any change in the outer elevation of the scheme or flat and its outer color/ paints and shall also not make any change in the internal or outer structure of the property and/or scheme however the maintenance of the said property shall be done by the Purchaser at its own costs and expenses.
- vi) That Purchaser further declare that they shall never make any division or partition of the said property and shall also never remove or alter or change any internal walls;
- vii) That Purchaser shall keep the said property, its walls, the common passage, the allotted Parking Slot and Lift in net, clean and hygienic condition and the Purchaser shall never use the said property or the common passage in front of the said property in such a way so as to create any nuisance to the neighbors or the other members of the said scheme.
- viii) The Purchaser hereby agrees and undertake to use the said premises, common passages and common space, parking space, lift of the said Scheme with due diligence and shall not keep any things or articles in the common passage/ corridor or through anything outside in common space or in the common passage whereby it creates a

nuisance or dirt and thereby inconvenience to the other members of the scheme.

- ix)** The Purchaser shall use the said property and the common amenities and facilities of the scheme with due diligence and shall also maintain the water connection, gutter connection, electric connection and other connection in the said property and the Purchaser shall have to always keep the said property fully insured;
- x)** The Purchaser shall compulsorily abide itself with the rules, regulations, resolutions and decisions of the Scheme and service society and shall always adhere to the resolutions and norms of the Service Society;
- xi)** The Purchaser shall not raise any dispute regarding the Vendor's exclusive right to use, ownership and transfer the present and future FSI and also the Vendor's exclusive ownership and right to use or transfer or deal with the open terrace of the said scheme and the Purchaser shall never raise any dispute in regard to any future construction by the Vendor on the terrace using the additional present and future FSI as per the approved plan duly passed by the concerned authority;
- xii)** The Purchaser further declares that it has verified the specification of the scheme in the brochure and the quality of materials used for construction in the scheme and the specifications of materials used in the construction and being satisfied with the same has agreed to purchase the said property in **his/her/their** name/s from the Vendor. The Purchaser further declare that the Vendor has shown them and the Vendor has made to understood rules, regulations, bylaws of the Scheme and the Purchaser being satisfied with the same, confirm the same and declare that they have no dispute regarding the same.
- xiii)** The Purchaser further confirms that all the rights are reserved by the Vendor for any change in the scheme and further confirms that it shall be binding to the Purchaser.
- xiv)** The Purchaser further declare that they have verified the site and have also verified the construction admeasurements at site with the plans and accept the property as per the actual dimension and actual area;

- xv)** The Purchaser further declare that they have verified the brochure and further confirm that it shall not be considered as a part of legal document;
- xvi)** The Purchaser further agree and undertakes to exclusively bear and pay over and above the purchaser consideration all actual amounts payable towards service tax and other taxes as applicable or which may be made applicable to the scheme by the Government.
- xvii)** The Purchaser further declare that they shall never claim any exclusive or ownership right over the margin lands adjoining ground floor Flats and the terrace on the top floor and further confirm that the Vendor shall have exclusive authority, right and power as the owner to give exclusive usage right of margin lands adjoining the Ground Floor flats to the owners of the flats on the Ground Floor and the Vendor shall have exclusive authority, right and power as the owner to give exclusive usage right of terrace on the top floor to the owners of the Flats on the Top Floor. The Purchaser further declares that they have verified the brochure of the Scheme and confirms that as mentioned in the brochure the Vendor is entitled to allot or give right of usage of adjoining margin land to the ground floor flat owners and the right of usage of open terrace to the top floor flat owners;
- xviii)** The Purchaser further agrees and undertakes to contribute to the Vendor over and above the sale consideration an additional sum towards AMC/AUDA charges, Electricity Connections and maintenance.
- xix)** The Purchaser further agrees and undertakes to pay all taxes, cesses, dues, torrent power limited charges, maintenance and duties chargeable in respect of the said property without any delay.
- xx)** The Purchaser has verified the scheme, its specifications mentioned in the brochure and being satisfied with the same has requested the Vendor to execute these presents in his favour and further declares that the Purchaser shall not raise any dispute in regard to the admeasurements or title of the said property;
- xxi)** The Purchaser further declare that only after having verified all the legal documents, title to the said bigger plot of land, approved plans and specifications of the scheme and admeasurements of the said property through his/her/their professional agency he/she/they have

agreed to get these presents in respect of the said property duly executed and registered and therefore they shall never raise any dispute in regard to the same hereafter or in future and the Purchaser further declares on oath that if they raise any dispute in regard to any matter then the Vendor shall have exclusive right to immediately cancel these presents;

- xxii)** The Purchaser further declares that it shall always co-operate and allow persons to work in the scheme for the maintenance and upkeep meant of the common passage, common water connections, drainage and electrification.
- xxiii)** The Purchaser hereby agrees and undertakes to contribute all charges on monthly or yearly or on one time basis as may be decided by the Vendor and required for the management of the scheme.
- xxiv)** The Purchaser shall not store any dangerous materials or explosives in the said property.
- xxv)** The Purchaser shall never do any illegal activity in the said property.
- xxvi)** The Purchaser hereby further agrees that the Vendor as the owner has the exclusive right to convey/allotment/transfer the usage/ownership rights of open terrace and margin space/lands to any of the members of the scheme or to such other person and the Purchaser shall never have any right over the same or have right to raise any dispute regarding the same;
- xxvii)** The Purchaser hereby agrees and undertakes that the Vendor has complied them with all the documentary evidence in regard to the title of the said scheme and the property and only after having satisfied with the same has agreed to purchase the said property from the Vendor;
- xxviii)** The Vendor shall not be responsible for damage or destruction of the said property or the scheme in case of earth quake, act of god, commotion, floods, fire, war or for any other reason and the Purchaser shall not have any right to claim against the Vendor for the same and the Purchaser shall have to keep the said property comprehensively insure at **his/her/their** own costs and expenses;

V. The Purchaser shall exclusively bear all the expenses of stamp duty, registration fees, typing charges, drafting charges, legal fees and all other out of pocket expenses in respect of the aforesaid sale.

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto set and subscribed their respective hands hereto on the day and the year first hereinabove written and in the manner hereinafter appearing.

THE SCHEDULE ABOVE REFERRED TO

All that _____ **sq. mtrs.** of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at **DEVNANDAN HORIZON**, Chandkheda, Ahmedabad and forming part of Survey No.673/2 of Mouje Chandkheda of Sabarmati Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad -2 (Wadaj) and bearing Final Plot No. **230/2 paiki** of Town Planning Scheme No.22 admeasuring **2844 Sq. Mtrs.**, or thereabouts together with a **Flat No.** _____ on _____ Floor of Block No. _____ admeasuring _____ **Sq. Fts. i.e** _____ **Sq.Mtrs.** (Carpet area)

the said Flat is bounded as follows:-

On East :
On West :
On North :
On South :

Note: together with a right to use all the common roads, common passages, common parking and common amenities and facilities of the said scheme along with the other members of the said scheme.

RECEIVED on the

<u>Amount</u>	<u>Bank</u>	<u>Chq. NO.</u>	<u>Date</u>
Rs.			
Rs.			
Rs.	In Words Rupees _____ Only-		

Devnandan Builders **PRIVATE LIMITED**

THROUGH ITS Authorized Person

SHRI _____

towards consideration, being the full consideration of these presents in the presence of :-

1) _____

2) _____

Schedule as per Registration Rules under sec.32 (A)

<u>Vendor- First Party</u>	<u>Photo</u>	<u>Thumb</u>
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VENDOR

<u>Purchaser- Second Party</u>	<u>Photo</u>	<u>Thumb</u>
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PURCHASER

PURCHASER

Schedule of Photo of Property as per Section 21

Property Add.:- _____, DEVNANDAN HORIZON, Chandkheda, Ahmedabad.

Vendor :- _____

Purchaser :- _____

Schedule of Photo of Property as per Section 21

Property Add.:- _____, DEVNANDAN HORIZON, Chandkheda, Ahmedabad.

Vendor :- _____

Purchaser :- _____