

DEED OF CONVEYANCE
(POST ATS)

THIS DEED OF CONVEYANCE made at _____ this day of
. . . in the year Two Thousand and Twenty

BETWEEN

Mrs. Aakanksha Ajay Salvi, Age: 49 years, Occupation: Business and Agriculture, **PAN No. AREPS6025L**, residing at: Flat No. C-1102 Reelicon Felicia Baner Pashan Link Road Pune 411021 hereinafter called “**the Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include her legal heirs, executors and administrators) ... **of the ONE PART**

AND

Mr. _____
Age: _____, Occupation: _____, PAN _____
Residing at _____

Hereinafter called “**the Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, successors, administrators and assigns) of the **Second Part**

WHEREAS:-

(a) By a Sale Deed dated 09/01/2009 duly registered with the office of Sub Registrar Guhagar at Serial No. 28/2009 executed by and between Mr. Prasad Vithhal Kale and Prasad Arvind Marathe as the Vendors therein, Mrs. Aakanksha Ajay Salvi as the Purchaser therein, the said Mr. Prasad Vithhal Kale and Prasad Arvind Marathe absolutely sold and conveyed unto and in favour of Mrs. Aakanksha Ajay Salvi all that piece and parcel of land bearing Gat Nos. 1523, admeasuring 04 Hectare 41.5 Ares, Assessed at Rs. 07=50 paise situated at Village Jamsut, Taluka Guhagar, District Ratnagiri and within

the Jurisdiction of Sub Registrar Guhagar and within the limits of Zillah Parishad Ratnagiri and Panchayat Samiti Guhagar and pursuant thereto name Mrs. Aakanksha Ajay Salvi have been mutated in the revenue record as Owner thereof.

(b) By a Sale Deed dated 16/01/2009, duly registered with the office of Sub Registrar Guhagar at Serial Nos. 48/2009 executed by and between Shri. Chandrakant Vishnu Salvi as the Vendor therein, Mrs. Aakanksha Ajay Salvi as the Purchaser therein, the said Shri. Chandrakant Vishnu Salvi absolutely sold and conveyed unto and in favour of Mrs. Aakanksha Ajay Salvi all that piece and parcel of land bearing Gat Nos. 1522, admeasuring 00 Hectare 76 Ares, Assessed at Rs. 2-76 paise situated at Village Jamsut, Taluka Guhagar, District Ratnagiri and within the Jurisdiction of Sub Registrar Guhagar and within the limits of Zillah Parishad Ratnagiri and Panchayat Samiti Guhagar and pursuant thereto name Mrs. Aakanksha Ajay Salvi have been mutated in the revenue record as Owner thereof.

(c) By and under various Lease Deeds duly registered with the Office of Sub Registrar Guhagar, the Mrs. Aakanksha Ajay Salvi has demised the said lands along with the other lands on lease for a period of 10 years in favour of the various persons, the details of which are as under :-

Date	Registration No	Name of the Lessee
25/08/2009	642/2009	Mr. Devendra Chauhan
28/08/2009	641/2009	Mr. Chandrasekhar L. S
09/11/2009	791/2009	Mrs. Hemani Pravir Joshi
26/07/2010	791/2010	Mr. Lala Mohan Ray
23/11/2009	830/2009	Mr. Suneet Marwah
28/07/2009	642/2009	Mrs. Rashmi Chauhan
26/07/2010	792/2010	Mr. Rajeev Ravindran Nair
07/01/2011	23/2011	Mr. Iresh Singh Hukumchand Patiyal
06/11/2009	793/2009	Mr. Surendrakumar Singh Raturi
28/08/2009	640/2009	Mrs. Sneh Shukla
16/12/2009	897/2009	Mr. Sandeep K Surana

(d) By and under various Surrender Deeds duly registered with the office of Sub Registrar Guhagar, the persons as detailed hereunder have

surrendered the lease hold rights unto and in favour of Mrs. Aakanksha Ajay Salvi, which are as follows:-

Date	Registration No	Name of the Lessee	Undivided portion
25/04/2017	351/2017	Mr. Devendra Chauhan	02 Hectares 00 Ares
25/04/2017	350/2017	Mrs. Rashmi Chauhan	02 Hectares 00 Ares
25/04/2017	348/2017	Mr. Chandrasekhar L. S	02 Hectares 00 Ares
28/06/2017	603/2017	Mrs. Hemani Pravir Joshi	02 Hectares 00 Ares
28/06/2017	606/2017	Mr. Lala Madan Mohan Ray	00 Hectares 80 Ares
25/04/2017	353/2017	Mr. Sanjay Jatindarnath Mehta	02 Hectares 00 Ares
25/04/2017	354/2017	Mr. Rajeev Ravindran Nair	02 Hectares 00 Ares
28/06/2017	605/2017	Mr. Iresh Sinh Hukumchand Patiyal	02 Hectares 00 Ares
25/04/2017	349/2017	Mr. Surendrakumar Singh Raturi	02 Hectares 00 Ares
25/04/2017	352/2017	Mrs. Sneha Shukla	02 Hectares 00 Ares
28/06/2017	604/2017	Mr. Sandeep K Surana	02 Hectares 00 Ares
17/7/2017	Deed of Declaration	Mr. Suneet Marwah	02 Hectares 00 Ares

(e) Thus, the Promoter herein became well sufficiently entitled to an area admeasuring 05 Hectare 17.5 Ares comprised in (i) Gat Nos. 1522, admeasuring 00 Hectare 76 Ares, Assessed at Rs. 2-76 paise and (ii) Gat Nos. 1523, admeasuring 04 Hectare 41.5 Ares, Assessed at Rs. 07=50 paise and

situated at Village Jamsut, Taluka Guhagar, District Ratnagiri and within the Jurisdiction of Sub Registrar Guhagar and within the limits of Zillah Parishad Ratnagiri and Panchayat Samiti Guhagar (hereinafter collectively referred to as **“The Said Lands”** and more particularly described in the First Schedule Written hereunder) The 7/12 extracts and Plan of the said lands are annexed hereto as Annexure 1 and 2 respectively.

(f) The Promoter has commenced the development of the said Lands by developing the said lands as Residential Plots Project to be known as **“Ekaant Forest Homes”**.

(g) The Promoter has prepared a layout of the said lands by subdividing the said lands into several plots which has been recommended for sanction by the office of the Assistant Director Town Planning Ratnagiri vide Order No REKHA.TATPU/MOUJEJAMSUDTAL:GUHAGAR/GAT.NO.1522,1523/NARRATNA /2135, roads and other common areas being shown separately. read with the Non Agriculture Order bearing No. LNA/REKHANKAN/30/2022 dated 19/07/2022 issued by Collector, Ratnagiri,. The copy of the said order is annexed hereto as Annexure “3A and 3B respectively.

(h) The Purchaser/s herein has/have demanded from the Promoter and the Promoter have given photocopies to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the Architect of the Promoters and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

(i) The Promoter has registered the project under provisions of the Act with Real Estate Regulatory Authority at no. P52800003353. Authenticated copy is attached in Annexure 4.

(j) The Promoter has disclosed to the Purchaser/s, the nature of the rights of the Promoter to the said lands and also the nature of the proposed development and on being satisfied as regards the same, the Purchaser/s

has/have requested the Promoter to sell to him/her/them one plot in the said layout of the said land in the project known as "Ekaant Forest Homes" bearing Plot No. ___ admeasuring ___ square metres. Pursuant to the said request and negotiations between the parties, the Promoter has agreed to allot the said ___ admeasuring ___ square metres in the layout of the said land (the said plot No. ___ along with the said rights and the provisions aforesaid is hereafter collectively called "**THE PLOT**" and is described in the Second Schedule hereunder written and delineated in red colour on the plan annexed hereto), and have agreed to sell, convey and transfer to the Purchaser/s the said plot along with development as referred to hereinafter for a consideration of Rs. ___/- (Rupees ___ only)

(k) By an Agreement to Sell dated ___ duly registered with the Office of Sub Registrar Guhagar at Serial No ___, the Owner agreed to sell and transfer and the Purchaser/s agreed to purchase the said Plot for consideration and on the terms and conditions contained therein. Pursuant to the terms and conditions of the Said Agreement to Sell, the Parties are desirous of completing the said transaction on the terms and conditions as set out hereunder:-

NOW THIS DEED WITNESSETH THAT in pursuance of the said agreement and in consideration of a sum of Rs. ___/= (Rupees ___ only), paid by the Purchaser to the Vendor in the manner as detailed in the ___ Schedule (the receipts whereof the Vendor/Owner hereby admits and acknowledges and of and from the same and every part thereof, the Vendor hereby forever acquit, release and discharge the Purchaser) SHE the Vendor doth hereby grants, sells, conveys, transfers, assigns and assures unto the Purchaser free from any encumbrances and reasonable doubts the **Said Plot** described in the Second **Schedule** hereunder written **TOGETHER WITH** all and singular the structures, edifices, court yards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passage, wells, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said plot or any part thereof belonging or in any wise appertaining to or with the same or any part thereof now at or any time hereto before usually held used occupied or enjoyed or reputed or

known as part or member thereof and to belong or be appurtenant thereto free from any encumbrances whatever **AND TOGETHER ALSO WITH** all the photocopies of original deeds, documents, writings, vouchers and other evidences of title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever, at law and in equity of the Vendor into or upon the said plot or any part thereof **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the Vendor into out of or upon the said plot or any part thereof **AND TO HAVE AND TO HOLD** all and singular the said plot hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with its and every of its rights members and appurtenances **UNTO AND TO THE USE** and benefit of the Purchaser **SUBJECT TO** the payment of all rents, rates, assessments, taxes and dues now chargeable upon the same or hereafter to become payable to the Government or Gram Panchayat or any other public body or local authority in respect thereof by the Vendor for the period up to the date of these presents **AND** the Vendor doth hereby for herself and her heirs, executors, successors, administrators and assigns or the survivor or survivors of them covenant with the Purchaser **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by from through under or in trust for him made done committed, omitted or knowingly or willingly suffered to the contrary **AND** the Vendor now hath in herself good right, full power and absolute authority to grant, convey, transfer and assure the said plot hereby granted, conveyed, transferred and assured or intended so to be unto and to the use of the 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, occupy, possess and enjoy the said plot hereby granted, conveyed, transferred and assured with its appurtenances and receive the rents issues and profits thereof and of every part thereof to and for his/her/their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor, herself and her heirs, executors, successors, administrators and assigns or the survivor or survivors of them or any of them or by any person lawfully or equitably claiming or to claim by from under or in trust for them

AND FURTHER THAT THE PURCHASER/S HEREBY DECLARE AND ASSURES AS FOLLOWS:-

- i) The Purchaser/s hereby agrees that the Purchaser/s shall not be entitled to sell the said plot and the right to use the said common areas and facilities/amenities singly without the sell of the other The Purchaser/s further agree to obtain prior written permission or consent from the Vendor or the maintenance company (either being a Co-operative society or Association of Persons or Company) for sell and transfer of the said Plot and which permission or No objection shall be granted subject to payment of transfer charges or of any outstanding dues towards maintenance or any other govt dues or dues of the proposed society, company or association of persons/s or a proprietary Concern

- ii) The Purchaser/s agrees that so long as any plot in the said layout or its extended limits remains unsold, the Vendor herein shall not be required to pay any maintenance charges to the Vendor herself or to the maintenance company (either being a Co-operative society or Association of Persons or Company or a Proprietary Concern) or to any other person/s including any plot purchaser.

- iii) The Purchaser/s hereby declare/s that the boundary fencing laid by the Vendor for demarcating the entire land of the layout is and will continue to be the property of the Vendor and the Purchaser/s will not have any right to use and/or to disturb and/or to demolish the said fencing under any circumstances whatsoever and the same will be maintained by him/her/them jointly with the concerned purchaser/s of the adjacent plot.

- iv) It is agreed by and between the parties that all other deeds and documents to be executed by and between the parties hereto in furtherance of this Agreement including Sale Deed/Conveyance, shall be prepared by the Advocates for the Vendor alone.

- v) The Purchaser/s shall at no point of time remove or alter or change the location of the compound barbed wire fencing as the necessary service are provided around the same. The Purchaser/s shall at no point of time

remove or alter or change the point of entry to the said Plot as has been specified and provided in the layout as the necessary service lines are to be placed and provided accordingly.

vi) After the execution of the Sale Deed/Conveyance the Purchaser/s hereby covenant he/she/they shall at all times allow the Vendor and her nominees and/or servants to enter into the said plot for the purpose of maintaining the planted trees and service lines if any, passing through the said plots.

vii) The Purchaser/s further agree and covenant that the internal layout road in the project are only meant for ingress and egress of the Purchaser/s to the said Plot only and the Purchaser/s covenants not to use the said layout internal roads for approaching any other lands adjacent to the said Plot. The said internal layout roads shall always remain the property of the Vendor or her nominees and the Purchaser/s shall not claim any right, title or interest thereto. The Vendor shall has full right and authority to assign any benefit of the internal layout road to any third party including right of egress and ingress or use of the same for any purpose on any terms and conditions as they deem fit and proper and that the Purchaser/s shall not raise any dispute thereto.

viii) The Purchaser/s shall have no right, title and interest over the Amenity Space and other common areas of the project, the Vendor or her authorized personnel shall have right to use and occupy the same and entitle to plan tree/s or conduct any commercial activities and take an income out of it.

AND THAT The Promoter represents that the Government Demarcation Layout and the Collector-sanctioned Layout contain certain discrepancies in the dimensions and areas reflected therein, and that the said layouts do not correctly tally when verified on AutoCAD or upon physical measurement. The Promoter further represents that such discrepancies arise from errors in the said official layouts and not from any act or omission on the part of the Promoter. The Purchaser confirms that he has independently verified, through AutoCAD and/or physical measurement, the exact physical land area _____ sqft (_____ square meters) is being delivered to him and is fully satisfied with the same. The Purchaser acknowledges and accepts that the

consideration agreed to be paid by him/her/them is/are solely and exclusively towards the actual physical land area as physically existing and verified by him/her/them, irrespective of any errors, variations, discrepancies, or inconsistencies in the Government Demarcation Layout, the Collector-sanctioned Layout, or their respective area statements. The Purchaser further confirms that he/she/they is/are fully aware of the aforesaid discrepancies and agrees that he/she/they shall not, now or at any time hereafter, raise any claim, demand, objection, or dispute against the Promoter in respect of such discrepancies or any consequential variation in area, and that the Promoter shall stand fully discharged of any liability in this regard.

AND FURTHER that the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said plot hereby granted, conveyed, transferred and assured or any part thereof by from under or in trust for the Vendor or her heirs, executors, successors, administrators and assigns and the survivor or survivors of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and things, conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser, and nominees or her Counsel in law for assuring the said plot and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid **AND THAT** it is further agreed, declared and covenanted that the Vendor has handed over vacant, actual, physical and peaceful possession of the said plot to the Purchaser on the execution of these presents as owners thereof and that the Purchaser admit and acknowledge the same **AND THAT** the stamp duty and registration charges and incidental charges to this instrument shall be paid by the Purchaser alone **AND THAT** each party shall pay and bear the professional charges and fees of their respective Advocates and Solicitors.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals the day and year herein above written.

FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of the said lands)

All those pieces and parcels of land totally admeasuring 05 Hectare 17.5 Ares situated at Village Jamsut, Taluka Guhagar, District Ratnagiri and within the Jurisdiction of Sub Registrar Guhagar and within the limits of Zillah Parishad Ratnagiri and Panchayat Samiti Guhagar bearing Gat Nos.:-

a) Gat No. 1522 admeasuring 00 Hectare 76 Ares, Assessed at Rs.2=76 paise and bonded as follows: -

On or towards East : - By Gat No. 1520 & Gat No. 1523
 On or towards South : - By Gat No. 1521
 On or towards North :- By Gat No. 1523
 On or towards West : - By Gat No. 1523

b) Gat Nos. 1523, admeasuring 04 Hectare 41.5 Ares, Assessed at Rs. 07=50 paise and bonded as follows: -

On or towards East :- By Gat No. 1915, 1520
 On or towards South :- By Gat No. 1521, 1512, 1520
 On or towards North :- By Water Stream (Nala) & GAT No. 1915
 On or towards West :- By Gat No. 1525 & Water Stream (Nala)

SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Plot)

Plot No. ___ admeasuring ___ square metres or thereabouts out of the sanctioned layout of the said lands more particularly described in the First Schedule herein above written and delineated in red colour boundary line on the plan annexed hereto and bounded as under: -

On or towards the East : By
 On or towards the West : By
 On or towards the North : By
 On or towards the South : By

THIRD SCHEDULE HEREINABOVE REFERRED TO

(Details of the payment of the consideration)

A)	Rs. _____/-	Paid by the Purchaser/s prior to the execution of the presents vide Cheque No. _____ dated _____ drawn on _____.
B)	Rs. _____/-	Agreed to be Paid by the Purchaser/s to the Promoter at the time of execution and registration of the Sale Deed and simultaneously at the time of handing over possession of the said Plot
	Rs. _____/-	TOTAL

FOURTH SCHEDULE HEREINABOVE REFERRED TO

(Details of the Amenities)

- (a) Street Lighting
- (b) Water Connection to Each Plot
- (c) Garden (Horticulture Tree Plantation)
- (d) Electricity Overhead line running alongside or center of the internal road.
- (e) WBM Motor-able Road accessibility to each plot.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals the day and year hereinabove written.

Signatures	Photo	Left hand thumb impression
<p>SIGNED, SEALED AND DELIVERED by the within named Promoter</p> <p>Mrs. Aakanksha Ajay Salvi</p>		
<p>SIGNED, SEALED AND DELIVERED by the within named Purchasers</p> <p>----- --</p>		
<p>SIGNED, SEALED AND DELIVERED by the within named Purchasers</p> <p>-----</p>		
Witnesses		
<p>Name Address Signature</p>	<p>Name Address Signature</p>	