

**DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is made and executed at Ahmedabad  
on this .....day of .....,2019

**BETWEEN**

**FIRST PARTY / VENDOR :-**

M/s Krishna Infra **Project Name : “ Beryl ”**

PAN: AAUFG1795Q

M/s Krishna Infra is a registered partnership firm which is registered under the Indian Partnership Act. having its Registered office at : 206, Coral Complex, Near Maurya Bungalows, Science city Road, Sola, Ahmedabad-380060 through its Authorised signatory Mr Pankaj Patel

Hereinafter in this deed of conveyance referred to as the “Vendor” and/or “Developer” (Which expression shall, unless it be repugnant to the context or the or the meaning thereof, be deemed to mean and include its present and future partner, executors, successors, administrators, legal representatives and permitted assigns etc.) of the FIRST PART :

**AND**

**SECOND PARTY/PURCHASER**

.....

PAN No. ....

Adult, Residing at .....

.....

Hereinafter referred to as the “PURCHASER” (Which expression shall, unless it be repugnant to the context or the or the meaning thereof shall o 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 Vendor has purchased the said non agriculture land from its owners Ratibhai Prabhudas Patel and Bhikhabhai Ramdas Patel ,sale deed registered in the office of the Sub-Registrar of Assurances of Gandhinagar under Serial No. 11570 dated : 16-03-2019.

(B) The developer is seized and possessed of or otherwise well sufficiently entitled to all that piece or parcel of freehold land bearing Block No 381 , 5512 Sq Mtrs ( Old Survey No 247 P) Draft TP Scheme No 4 (Kudasan – Dholakuva ) Final Plot No 118/2 admeasuring 3583 Sq Mtr lying being and situated at Mouje village Kudasan , TalukaGandhinagar District Gandhinagar Sub District Gandhinagar or there abouts more particularly described in the First Schedule hereunder written (hereinafter referred to as “the project land”)

(C) The Non-Agricultural Permission for of the “Said Land” was granted by the Hon' District Collector, Ahmedabad under Order No. CB /LAND /B KHE / S R /435/18/ VASHI 39802 TO 39815/2018 dated 20/11/2018 and effect entered in revenue record by Entry No 11328 dtd 17/12/2018.

(D) Gandhinagar Urban Development Authority granted permission for construction on said land by Commencement Letter [Rajachitthi] on 26/03/2019 with Rajachitthi No. PRM/KUDASAN /290/12/2018/3654/2019 and granted Development Permission.

(E) The “Said Partnership firm” floated a Residential and Commercial units scheme known as **“Beryl ”** (herein after 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 Rera Project Registrationm Reference No.\_\_\_\_\_

(G) The Vendor has initiated the construction as per the approved plan and Development permission.

(H) The Party of the Second Part has visited the said scheme and has shown his/her/their/its willingness to purchase of 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. mtrs, Situated on ..... Floor of the said scheme along with (i) Wash area Balcony admeasuring ..... sq. mtrs. (ii) Balcony admeasuring about .....sq. mtrs. (iii) One car parking spaces en mark with Unit number in the schemed known as “ Beryl ” 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 Developer” at lump sum consideration amount of the said property is fixed for Rs...../- Rupees .....Only.

(I) The said entire consideration amount of Rs...../- Rupees ..... Only is included of the Carpet Area, Wash Area & Balcony.

(J) 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.7 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 Experts and after being satisfied with the same the Party of the Second Part has agreed to purchase the said Property from the Vendor.

(K) 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.

(L) The Vendor has obeyed all the terms and conditions, restriction laid down by the competent authority for passing plan of the said scheme and has constructed the said scheme accordingly. The vendor has remained and will always remain responsible for completing the construction of the said scheme and obtain B.U. Permission / Completion Certificate from the competent authority.

(M) The Parties have obeyed the terms and conditions mentioned in Agreement for sale along with the Rules and Regulations / Laws enacted and framed from time to time by the Government.

NOW THIS SALE DEED WITNESSETH THAT :

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

| Amount Rs. | Cheque No. | Name of Bank |
|------------|------------|--------------|
|------------|------------|--------------|

Rs.....Rupees .....Only

(the receipt whereof is acknowledged and admitted by the Vendor), the Vendor hereby grant, sell, assign, convey, transfer, assure and this sale deed is valid subject to realization of above payment. Vendor shall hand over physical, vacant and peaceful possession of the said Property un to 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 the 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, AUDA charges, GEB charges 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 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) 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;

4. The Purchaser will not store in the said property and goods which are of hazardous, combustible or dangerous nature or area 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.

5. 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.
6. 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 pending 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.

7. 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 amount of maintenance deposit, without any objection, to be collected by the maintenance body, in future.
8. 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 and possession of the property is handed over.
9. The Purchaser/s is/are not entitled to make any change in interior / exterior elevation, exterior color 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.
10. 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.

11. 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 bye laws, rules and regulations of the government electricity charges, local bodies and other authorities.
12. The Purchaser shall have to pay/contribute proportionate amount to service society/association formed for the maintenance of said "Beryl" Scheme.
13. 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 inland.
- 14. THE PROMOTER SHALL NOT HAVE ANY CLAIM OVER ADDITIONAL FUTURE F.S.I. TERRACE AND COMMON AREA RIGHTS AFTER BUILDING USE PERMISSION HAS BEEN OBTAINED. SUCH RIGHTS IF ANY WILL BE ENCLOSED BY THE SOCIETY OF BUYER**
15. If any provision of this Deed 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 Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to confirm 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 Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
16. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations

arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

17. It is clearly understood and so agreed by and between the Parties that, variation cap of three percent of construction is acceptable and neither vendor nor purchaser has any objection and also they will not take objection or creat any litigation.
18. The Allottee shall not use the Said Premises or permit the same to be used for any purposes whatsoever other than Residential or commercial for which it is meant. The Allottee will not use or permit to be used the Said Premises or any part thereof for the purpose other than specified Specified purpose means purpose as per the status of property either may be commercial or residential including without limitation, hotels, dairy, club, gymkhana, nursing home or hospital, video game parlour, tuition and coaching classes, garage, office of the trade union or political parties, any illegal or immoral purposes or for the purpose prohibited by law. The Said Premises shall be used, occupied and enjoyed subject to other rules of the Project regarding use of the premises as may be framed by THE PROMOTER/common organization from time to time. The Allottee shall perform and observe the same, and shall abide by them.
19. It is hereby agreed that the Allottee shall not put any Board on the Said Premises or any part of the building/s or Project without the written consent of THE PROMOTER. The place, colour and size of the Board shall be decided by THE PROMOTER or the said Architect. It has been specifically agreed that changing or altering main door

and other opening by way of doors, windows etc. or creating new doors or openings other than ones already delivered at possession shall be carried out only after obtaining written consent of the PROMOTER or only if the PROMOTER or Architect deems necessary for the project.

20. The Allottee will not at any time do or cause to be done or permit any nuisance in or upon the Said Premises which shall cause annoyance / inconvenience or disturbance to the occupiers of any other Premises in the buildings or to the occupiers of the property in the neighborhood.
21. This Deed for sale 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.
22. Any dispute between parties shall be settled amicably, In case of failure to settled the dispute amicably, which shall be referred to the ..... authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
23. The provisions of this deed will follow agreement for sale and has been registered with sub registrar as on .....
24. The out of pocket expenses, costs and charges of and incidental to this conveyance to be executed here after 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 PARTY Only.

25.If any provision of this sale deed 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 sale deed 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 sale deed shall remain valid and enforceable as applicable at the time of execution of this Agreement.

SCHEDULE ABOVE REFERRED TO

(Description of the said Immovable Property)

All That Immovable property bearing Flat No..... in Wing “.....” Having Carpet Area admeasuring about ..... sq. mtrs. Situated on ..... Floor of the said Scheme along with (i) Wash Area Balcony admeasuring ..... sq. mtrs. & (ii) Balcony admeasuring about ..... sq. mtrs. In the scheme known as “Beryl ” together with undivided share of ..... Sq. mtrs. In the land bearing Block No 381 , 5512 Sq Mtrs ( Old Survey No 247 P) Draft TP Scheme No 4 (Kudasan – Dholakuva ) Final Plot No 118/2 admeasuring 3583 Sq Mtr lying being and situated at Mouje village Kudasan , TalukaGandhinagar District Gandhinagar Sub District GandhinagarThe said “Beryl” scheme is bounded as follows :-

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

The said “Unit” is bounded as follows :-

On or towards East :

On or towards West :

On or towards North :

On or towards South :

INWITNESS WHERE OF the “Said Developer” here to through its authorized Partner has here unto executed this Agreement on the Day Month and year herein above written.

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

“M/s Krishna Infra “  
A Partnership Firm through  
Its authorize signatory Mr Pankaj Patel

In the presence of following two

Witness :-

1..... 2.....

Photograph of Said Unit

POSTAL ADDRESS : “Beryl” Unit No.....

land bearing Block No 381 , 5512 Sq Mtrs ( Old Survey No 247 P)  
Draft TP Scheme No 4 (Kudasan – Dholakuva ) Final Plot No 118/2  
admeasuring 3583 Sq Mtr lying being and situated at Mouje village  
Kudasan , TalukaGandhinagar District Gandhinagar Sub District  
Gandhinagar

Signature of First Part

Signature of Second Part

Photograph of Said Unit

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

Signature, Photograph and Thumb Impression of First Part :-

M/s Krishna Infra

Partnership Firm Its authorized signatory

Mr Pankaj Patel

Signature, Photograph and Thumb Impression of Second Part :-