

DEED OF CONVEYANCE

FOR RS. _____/-

THIS DEED OF CONVEYANCE made at Ahmedabad on this _____ day of _____, 2019.

BETWEEN

FIRST PARTY - VENDOR :-

□ **SKJ INFRASPACE LLP.**

PAN : AECFS0083B

A Limited Liability Partnership Firm registered under The Limited Liability Partnership Act, 2008 under Regd. No. AAR - 4582, Dated : 30th December, 2019, having its Registered office at : C/703A, Ganesh Meridian, Opp. Gujarat High Court, S.G. Highway, Ahmedabad, Gujarat – 380063 & having site office at, "**SIDDHARTH LUXURIA**" , located at Survey No. 29/3, F.P. No. 40/2, Beside Siddharth Icon, Nr. Godrej Garden City, Tragad, Ahmedabad - 382470.

Hereinafter in this Deed of Conveyance referred to as “ **THE VENDOR** ” or “ **THE FIRST PARTY** ” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said “**VENDOR** ” and its present and future director, authorized signatories, successors, agents, administrators, legal representative and assignees of the **FIRST PARTY**.

SECOND PARTY - PURCHASER :-

(1) _____ [PAN : _____]
Aged - adult, Residing at - _____
_____.

(2) _____ [PAN : _____]
Aged - adult, Residing at - _____
_____.

Hereinafter in this Deed of Conveyance referred to as “ **THE PURCHASER** ” or “ **THE SECOND PARTY** ” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said “ **PURCHASER** ” and his / her / their heirs, agents, administrators, legal representative and assignees of the **SECOND PARTY**.

The Vendor and Purchaser are hereinafter individually referred to as the ‘Party’ and collectively referred to as the ‘Parties’.

WHEREAS -

(A) The partnership firm is seized and possessed of or otherwise well sufficiently entitled to all that piece and parcel of land bearing Final Plot No. 40 / 2, admeasuring 5828 sq.mtrs. of Town Planning Scheme No. 65 (Tragad - Jagatpur - Chandkheda - Chenpur - Ranip), allotted in lieu of Survey No. 29 / 3 admeasuring 9713 sq.mtrs. situated within the village limits of Tragad, Taluka - Ghatlodiya in the Registration Sub-

District of Ahmedabad - 8 (Sola) of District Ahmedabad (For the sake of convenience hereinafter referred to as the “Said Land”).

- (B) The Non-Agricultural Permission for Residential & Commercial purpose of the “Said Land” was granted by the Hon' District Collector, Ahmedabad under Order No. 132 / 07 / 17 / 045 / 2019 on 27th May, 2019 and entry to that effect was mutated in the revenue record by mutation entry No. 4538 dated : 07-06-2019, which were certified by the competent authority on 10-07-2019.
- (C) The Vendor has purchased the Said Property from Kundan Tejabhai Patel by sale deed registered in the office of the Sub-Registrar of Assurances of Ahmedabad - 8 (Sola) under Serial No. 845, dated :13-01-2020 and entry to that effect was mutated in the revenue record by mutation entry No. 4657 dated : 21-01-2020, which was certified by the competent authority on _____.
- (D) Ahmedabad Municipal Corporation granted permission for construction on said land by following Commencement Letter [Rajachitthi] issued on 11th November, 2019 and granted Development Permission.

Block No.

Case No. (Rajachitthi No.)

A BHNTI/NWZ/310819/CGDCRV/A2795/R0/M1
(02733/310819/A 2795/R0/M1)

B BHNTI/NWZ/310819/CGDCRV/A2796/R0/M1
(02734/310819/A 2796/R0/M1)

C BHNTI/NWZ/310819/CGDCRV/A2797/R0/M1
(02735/310819/A 2797/R0/M1)

D + E BHNTI/NWZ/310819/CGDCRV/A2798/R0/M1
(02736/310819/A 2798/R0/M1)

- (E) The “Said Partnership firm” has floated a Residential & Commercial unit’s scheme known as “**SIDDHARTH LUXURIA**” (hereinafter 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 Registration No.
.....
- (G) The Vendor has initiated the construction from first Celler to Eleventh Floor, Stair Cabin & Lift Room 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 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.

(_____ sq.mtrs. built up area) 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 “**SIDDHARTH LUXURIA** ” 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 Partnership firm” for the negotiated 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. 6, 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 Expert 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 will obey all the terms and conditions, restriction laid down by the competent authority for passing the plan of the said scheme and will construct the said scheme accordingly. The vendor will be responsible for completing the construction of the said scheme and obtain B.U. Permission / Completion Certificate from the competent authority.
- (M) The Parties herein hereby agrees to obey the terms and conditions mentioned in this Sale Deed and also agrees to obey the Rules and Regulations / Laws enacted and framed from time to time by the Government.
- (N) AND Whereas the vendor has executed and agreement to sale in respect of the said property in question in favour of purchaser by an agreement to sale, and also duly registered with the office of the Sub - Registrar, Ahmedabad - 8 (Sola), under serial No. _____, Dated : _____ and allottee / purchaser hereby declared and confirmed that all the terms and conditions, which mentioned in the said agreement to sale will be bounded to him /her / it (i.e. allottee / Purchaser).

NOW THIS SALE DEED WITNESSETH THAT:-

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

Amount Rs.

Cheque No.

Name of Bank

(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 handed over physical, vacant and peaceful possession of the said Property unto 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 their 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 de 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;
- (v)** 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 created herein, may prejudicially be affected;

- (vi) 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 said land, including the said scheme and the said property which will, in any manner, affect the rights of Purchaser under this Agreement;
 - (vii) The Vendor conveys that the Vendor is not restricted in any manner whatsoever from selling the said property to the purchaser in the manner contemplated in this Agreement;
4. The Purchaser will not 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 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 standing 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 the amount of maintenance

deposit, without any objection, to be collected by the maintenance body, in future.

8. The Promoter shall not nay claim on F.S.I., Additional F.S.I. and terrace rights after Building Use permission has been obtained, such rights if any will be owned by the service society of allottee.
9. 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.
10. The Purchaser/s are not entitled to make any change in interior/exterior elevation, exterior colour 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.
11. 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.
12. 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 byelaws, rules and regulations of the government, electricity charges, local bodies and other authorities.

13. The Purchaser shall have to pay/contribute proportionate amount to service society/association formed for the maintenance of said **“SIDDHARTH LUXURIA”** Scheme.
14. 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 in land.
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 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 law, 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.
16. This Sale Deed 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.
17. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to authority as per the provisions of The Real Estate (Regulation and Development) Act, 2016.

18. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Ahmedabad courts will have the jurisdiction for this Agreement.
19. The out of pocket expenses, costs, and charges of and incidental to this conveyance to be executed hereafter 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 PART Only.

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 “ **SIDDHARTH LUXURIA** ” together with undivided share of _____ Sq.mtrs.in the said land bearing Final Plot No. 40 / 2, admeasuring 5828 sq.mtrs. of Town Planning Scheme No. 65 (Tragad - Jagatpur - Chandkheda - Chenpur - Ranip), allotted in lieu of Survey No. 29 / 3 admeasuring 9713 sq.mtrs. situated within the village limits of Tragad, Taluka - Ghatlodiya in the Registration Sub-District of Ahmedabad - 8 (Sola) of District Ahmedabad.

The said “**SIDDHARTH LUXURIA**” scheme is bounded as follows:-

On or towards East : by 30 Meter Road
On or towards West : by Final Plot No. 33
On or towards North : by Final Plot No. 40/1
On or towards South : by Final Plot No. 39

The said “Unit” is bounded as follows :-

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

IN WITNESS WHEREOF the “Said Partnership firm” hereto through its authorized Partner has hereunto executed this Agreement on the Day Month and year herein above written.

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

SKJ INFRASPACE LLP.

A Limited Liability Partnership Firm
through its authorized signatory

In the presence of following

Two Witness:-

1
2

Photograph/s of Said Unit

POSTAL ADDRESS :- **SIDDHARTH LUXURIA**, Beside Siddharth
OF PROPERTY Icon, Nr. Godrej Garden City, Tragad, Ahmedabad

FIRST PARTY - VENDOR :- **SECOND PARTY - PURCHASER**
SKJ INFRASPACE LLP.
A Limited Liability Partnership Firm
through its authorized signatory

Photograph/s of Said Unit

POSTAL ADDRESS :- **SIDDHARTH LUXURIA**, Beside Siddharth
OF PROPERTY Icon, Nr. Godrej Garden City, Tragad, Ahmedabad

FIRST PARTY - VENDOR :-	SECOND PARTY - PURCHASER
SKJ INFRASPACE LLP. A Limited Liability Partnership Firm through its authorized signatory	

SCHEDULE

AS PER SECTION 32(A) OF THE REGISTRATION ACT

Signature, Photograph and Thumb Impression of First Part:-

.....

☐ **SKJ INFRASPACE LLP. - A Limited Liability Partnership Firm**
through its authorized signatory _____

Signature, Photograph and Thumb Impression of Second Part:-

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