

CONVEYANCE DEED

Type of Deed	Conveyance Deed
Village	Sola
Tehsil	Ghatlodia
District	Ahmedabad
Type of Property	Residential
Property Address	Office/Shop No._____, Floor-_____, -____,
Carpet Area	_____ sq.mtrs. (_____ sq.ft.)
Sale Consideration	Rs._____/-
Stamp Duty	Rs._____/-
Stamp Serial No. & Date	

This Conveyance Deed ("**Deed**") together with all annexures is made and executed on this _____ day of _____, 2017 at Ahmedabad, Gujarat, India.

BETWEEN

SATYAMEV EMINENCE, PAN: ADBFS9141G, a Partnership firm registered under Partnership Act 1932, having its principle office at: B-501Satyamev Eminence, Opp New Gujarat High court, S.G.Highway, Ahmedabad 380060. Acting through its Partner: Shri Lalitbhai Babubhai Patel, PAN:- Age:36, Occupation: Business, Residing at: Jamandas House,Opp Isro Office/shopss, Ambli bopal road, 380058 hereinafter referred to as "**THE LAND OWNER/ PROMOTER** " (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and assign(s)) of the **FIRST PART**;

AND

Mr./Ms._____, S/D/W of _____, R/o

(hereinafter referred to as the "**Purchaser**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and

include his/her successors, legal heirs, executors, administrators, representatives, transferees and permitted assigns) of the **SECOND PART;**

WHEREAS, the land owner is seized and possessed of or otherwise well and sufficiently entitled as the owner to all those pieces and parcels of land of part Non agriculture land for commercial use purpose bearing Survey No. 456 admeasuring 7689 Sq. mtrs., Survey no. 457/3 admeasuring 1012 sq. mtrs. and Survey No. 457/4 pertaining to 1416 sq. mtrs. total admeasuring 10117 Sq. mtrs. of the Town plan Scheme No. 42 , Final Plot No. 102 Admeasuring 6160 sq. mtrs., situated within the Village limits of Sola, Taluka: Ghatlodia and District Ahmedabad and Sub-District: Ahmedabad-8(Sola), (for sake of convenience hereinafter referred to as **“the Project Land”**)

A. Brief History of land

1. Originally the agricultural land bearing survey no.456 admeasuring 7487 sq. mtrs. & waste land (pot kharaba land) admeasuring 202 sq. mtrs. survey no.457/3 admeasuring 1012 sq. mtrs & survey no.457/4 admeasuring 1416 sq. mtrs, situated at Village Sola, Taluka Ghatlodia (earlier Ahmedabad City –West) of district Ahmedabad belonged to Jivabhai Kuberbhai. He expired on 08/07/1957 and the name of his legal heirs Ambaram Jivabhai and Jayantibhai Jivabhai entered in revenue record in share of his property. Entry to this effect was made in revenue record by Entry no.2330 dated 18/12/1957.
2. Thereafter the above said Jayantibhai Jivabhai died intestate on 18/11/1991 and hence the name of his legal heirs 1. Kamleshbhai Jayantibhai 2. Shilpaben Jayantibhai 3. Gitaben Jayantibhai 4. Jignaben Jayantibhai and 5. Vimlaben wd/O. Jayantibhai Jivabhai entered in revenue record in share of his property. Entry to this effect was made in revenue record by entry no.5243 dated 19/11/1991.
3. Thereafter the names of family members of Ambaram Jivabhai 1. Rameshbhai Ambaram Patel 2. Baldevbhai Ambaram Patel 3. Shaileshbhai Ambaram Patel 4. Kailashben Ambaram Patel and 5. Ranjanben Ambaram Patel entered as co-owners alongwith

Ambaram Jivabhai in revenue record in the share of his property. Entry to that effect was entered in revenue record by entry no.7497 dated 12/03/2003.

4. Thereafter the above said co-owners 1.Ambaram Jivabhai Patel 2. Rameshbhai Ambaram Patel 3. Baldevbhai Ambaram patel 4. Shaileshbhai Ambaram Patel 5. Kailashben Ambaram patel 6. Ranjanben Ambaram Patel 7. Kamleshbhai Jayantibhai Patel, self & as guardian of Minor Khushbu & Utsav, all male members self & karta of their respective HUF 8.Shilpaben Jayantibhai Patel 9. Gitaben Jayantibhai patel 10. Jignaben Jayantibhai Patel 11.Vimlaben wd/o Jayantibhai Jivabhai Patel sold and conveyed the said lands bearing survey nos456,457/3 & 457/4 to 1.Vivekbhai Prahladbhai Patel 2.Truptiben Vivekbhai Patel 3. Pranavbhai S Patel by sale deed, duly registered vide no.4903 dated 21/10/2003. Entry to that effect was entered in revenue record by entry no.7729 dated 10/11/2003.
5. Accordingly the above said 1.Vivekbhai Prahladbhai Patel 2.Truptiben Vivekbhai Patel 3. Pranavbhai S Patel became the owners of the said land bearing Survey no.456 admeasuring 7487 sq. mtrs. & waste land (pot kharaba land) admeasuring 202 sq. mtrs survey no.457/3 admeasuring 1012 sq. mtrs & survey no.457/4 admeasuring 1416 sq. mtrs.
6. Therefore the above said co-owners paiky 1.Vivekbhai Prahladbhai Patel 2.Truptiben Vivekbhai Patel sold and conveyed the part of their share of above said land of survey no.456 paiki admeasuring 5126 sq. mtrs. paikki 1281.50 sq. mtrs. survey no.457/3 paiki 674.67 sq. mtrs. paiki 168.67 sq. mtrs. and survey no.457/4 paiki 944 sq. mtrs paiky 236 sq. mtrs. total 1686.17 sq. mtrs. top Pranavbhai S Patel and executed Sale Deed, duly registered before Sub-Registrar vide no.6149 dated 12/06/2006.
7. That, Town Planning Scheme no.42 was implemented and allotted Final Plot no.102 of land admeasuring 6160 sq. mtrs. was fixed for the said survey no.456,457/3 and 457/4.
8. Thereafter the said land bearing Survey no.456,457/3 and 457/4 of T.P. No.42, F.P. No.102 admeasuring 6160 sq. mtrs. was converted for non-agricultural for commercial use purpose by order issued by

District Collector, Ahmedabad vide no. CB/JAMIN-2/NA/SR 2053/15 dated 29/01/2016. Entry to this effect was made in revenue record by Entry no.15373 dated 08/03/2016.

9. Thereafter construction permission for commercial building granted by Ahmedabad Municipal Corporation vide Rajachitthi No.7025/220716/A6872/RO/M1 dated 27/09/2016 and approved the plan for construction.
10. That, M/s. Satyamev Finance, a Partnership Firm consisting of 5 partners:-1. Shri Lalitbhai Babubhai Patel 2.Shri Vaibhavbhai Babubhai Patel 3.Shri Ketanbhai Babubhai Patel 4. Shri Pranavbhai Surendrabhai Patel and 5.Shri Kalp Pranavbhai Patel and executed Partnership Deed, duly notarized on 17/06/2016.
11. That the above 1.Vivekbhai Prahladbhai Patel 2.Truptiben Vivekbhai Patel (50% of undivided share) sold and conveyed their share of above said land of survey no.456 admeasuring 7689 sq. mtrs, Survey no.457/3 admeasuring 1012 sq. mtrs. and survey no.457/4 admeasuring 1416 sq. mtrs. total 10117 sq. mtrs. of T.P. Scheme no.42 F.P. No.102 admeasuring 6160 sq. mtrs. to M/s Satyamev Eminence a Partnership Firm through its Partner Shri Vaibhavbhai Patel and executed Sale Deed dated 15/04/2017, duly registered before Sub-register vide no.5312 dated 20/04/2017.
12. So, title of said N.A. Land for commercial use purpose bearing Survey no.456, 457/3 and 457/4 of T.P. Scheme no.42 of Final Plot no.102 admeasuring 6160 sq. mtrs. more particularly described in schedule of property owned and possessed by M/s. Satyamev Eminence a Partnership Firm are clear, marketable and free from all encumbrances, but their name has to be entered in revenue record, i.e. in Village Form no.6 and then in Village Form No.7/12 as owner of said property.

**NOW THEREFORE THIS DEED BETWEEN THE PARTIES
WITNESSETH AS UNDER:**

1. The purchaser evaluates the multistoried residential scheme of various sizes offices/shops in the said land known as “**Satyamev Eminence**” mentioned in para”A”

2. In consideration of the receipt of a sum of

(i) Rs. _____/- (Rupees _____ only) towards carpet area admeasuring _____ sq. mt including _____ sq. mtr. of proportionate price of common areas and facilities

(ii)Rs. _____/- (Rupees _____ only) towards Balcony/verandah 1 admeasuring _____ sq. mt

(iii)Rs. _____/- (Rupees _____ only) towards open terrace admeasuring _____ sq. mt

(iv)Rs. _____/- (Rupees _____ only) towards open parking space No. _____

(v)Rs. _____/- (Rupees _____ only) towards covered parking space No. _____

The total aggregate consideration amount for the Apartment mentioned herein above from clause (i) to (v) is thus Rs. _____ paid by the Purchaser to the Purchaser towards cost of the office/shops, the Purchaser do hereby grant, convey, transfer, assign and assure to the Purchaser by way of sale, the **Shop No./office No.** _____ **on Floor _____, in Satyamev Eminence, Science city road, Ahmedabad**, having a carpet area of _____ sq. mtrs., (_____ Sq. Ft.), together with the exclusive right to use ___ nos. Parking Space (s) bearing Parking Space No. _____, (hereinafter referred to as the said “**office/Shop**”), more particularly described in

the **Schedule, forming part of this Deed**; together with all ways, paths, passages, rights, liberties, privileges, easements, benefits to the said office/shops; AND subject to adherence of terms and conditions as stated hereinafter as well as the terms, conditions, stipulations and restrictions contained in the Declaration.

3. The Purchaser assures the promoter that the said Apartment is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims whatsoever nature as per the best of the knowledge of the purchaser and purchaser hereby given all relevant papers, documents, title deeds, to the purchaser and the purchaser has already examined all the titles of the said property through his/her/their advocate(s), solicitor(s), AND after getting satisfaction and opinion or certificate relating to it by their own hired advocate(s), solicitor(s), the purchaser him/her/their self agreed to purchase the said property from the purchaser and the purchaser(s) hereby indemnifies the purchaser there is no query in the titles or in the title deeds of the said property and of the said scheme so now in future the purchaser shall not claim to purchaser in any manner for any query related to title the purchaser waive or give waiver his/her/their right to claim to purchaser and purchaser discharges the purchaser from any harm related to title of the said property.
4. The purchaser with his/her/their engineer(s)/ architect(s)/ interior(s) often visited and checked the quality and workmanship of the construction of the structure and the scheme when the scheme was under construction and sometime purchaser was advised by the engineer(s)/architect(s)/interior(s) of the buyer.

That the purchaser often visited/verified the structure and the title deed of the said property and the scheme so now there is no query related to the property or the scheme in any manner and therefore the purchaser waives his/her/their right(s) to claim purchaser in any manner whatsoever in future

5. The Site Plan of Satyamev Eminence project is annexed herewith as **Annexure-I** and the Floor Plan for the said office/shops (depicting layout of Floor ____ of ____ - ____) is annexed herewith as **Annexure-II**.

The Unit Plan of the said office/shops is annexed herewith as **Annexure- III.**

6. The Promoter hereby assures, represents and warrants to the Purchaser that it shall comply with the terms hereof and with all the applicable laws and statutory compliances with respect to the said office/shops, the said Land and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the purchaser, the Purchaser has agreed to enter into this Deed.
7. The Purchaser shall only have a joint and non-exclusive right of use of the Common Areas and common services and facilities subject to the timely payment of the maintenance charges as determined by the maintenance agency appointed or the association of Allottees.
8. The Purchaser further agrees that it has verified personally and through qualified professionals and is satisfied regarding structural strength, workmanship, quality and provision of various services in the apartment/scheme. It shall not claim any compensation or withhold the payment of any charges on the said ground. However Promoter agrees to resolve and rectify any genuine complain made there under within reasonable time as per section 14(3) of Real Estate (Regulation & Development) Act, 2016.
9. The Promoter confirms that the Parking Space(s) allotted to the Purchaser for exclusive use is inseparable, indivisible and forms an integral part of the said office/shops. The Purchaser confirms that he has no right to sell/transfer/or deal with the Parking Space(s) independent of the said office/shops. The Purchaser shall not anywhere else. The Purchaser shall not modify or make any changes or cordon off or otherwise erect any temporary structure(s) in the Parking Space(s) of the said office/shops, under any provision(s) of this Deed. All clauses of this Deed shall apply mutatis mutandis to the Parking Space(s).

The Purchaser understands that the service areas in the basement/stilts provided in the Satyamev Eminence are reserved for services, use by maintenance staff etc. and shall not be used by the

Purchaser for parking or for any other purpose whatsoever. The Purchaser confirms that parking spaces earmarked for parking in the stilt/basement are meant for exclusive use for parking in the Satyamev Eminence and does not form part of general and/or limited common areas and facilities of the said office/shops and /or Satyamev Eminence constructed on Land for the purpose of the Declaration. The Purchaser shall not have any right, title or interest in the parking spaces of Satyamev Eminence other than those allotted to the Purchaser. The Purchaser acknowledges that the Common maintenance society shall remain the owner of the parking spaces within Satyamev Eminence which have not been allotted to any office/shops owner.

This clause shall survive the conveyance of the said office/shops.

10. The Purchaser acknowledges and confirms that the infrastructure facilities provided by the Government is beyond the control of the Purchaser and the Purchaser shall not have a right to raise any claim or dispute against the Purchaser in respect of the facilities provided by the Government or any other statutory authorities.
11. The Purchaser hereby also undertakes to abide by all the conditions, restrictions and other stipulations imposed in respect of Satyamev Eminence by virtue of the License granted to the Purchaser for Satyamev Eminence and shall also abide by the applicable Zoning Plans, Building Plans and all laws, bye-laws, rules, regulations and policies applicable to the said office/shops and/or Satyamev Eminence or as imposed or may be imposed in future under any applicable law. This clause shall survive the conveyance of the said office/shops.
12. The Purchaser shall not use or allow to use the said Apartment for any non-residential purpose or any activity that may cause nuisance to other purchasers/occupants of Satyamev Eminence. This clause shall survive the conveyance of the said office/shops.
13. The Purchaser undertakes and agrees that any violation of the following shall entitle the Purchaser or proposed maintenance society to be incorporated for Satyamev Eminence to enter into the said

office/shops wherever necessary and reverse such violation at the cost of the Purchaser;

- (i) The Purchaser shall not cover or construct on the balcony (ies) and shall only use the same as open balcony(ies) and in no other manner whatsoever.
- (ii) The Purchaser shall not under any circumstances whatsoever, do, allow or permit any remodeling, alteration, variation, change or build upon the look, color, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of the buildings or the said office/shops.
- (iii) The Purchaser shall not under any circumstances do or allow any alteration/modification/change to the structure or layout within the said office/shops, save and except with the prior permission of Purchaser/proposed maintenance society in writing.
- (iv) The Purchaser further agrees that the said building will be permanently known as "Satyamev Eminence" and will not make or cause it to be made any kind of changes in the said name.

This clause shall survive the conveyance of the said office/shops.

14. The Purchaser acknowledges that water pipelines/drains/electric lines provided originally for the specific purpose shall not be tampered with/ disturbed without the prior written approval of promoter/proposed maintenance society. Further, all lights/power points in the said office/shops shall conform to the permitted/sanctioned electric load. The Purchaser shall not put away any personal belonging including flower pots, cots, furniture items boxes, dustbins, and other personal use item etc. in the Common Areas, and specifically the flower pots shall not be placed on parapets/ledges. The Purchaser shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas or facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through

them. The Vendee shall not under any circumstances whatsoever carry out any changes/modifications/alterations that result in encroachment of Common Areas or that result in damage or disturbance to Common Areas, adjacent, upper or lower units. Putting of advertising board/neon signs etc. on any part of the building including internal corridors, external face and Common Areas is prohibited. This clause shall survive the conveyance of the said office/shops.

15. The Purchaser shall not be entitled to claim partition of its share in the said Land or the Common Areas and the same shall always remain undivided and impartibly. This clause shall survive the conveyance of the said office/shops.
16. The Purchaser confirms and undertakes that the Purchaser shall be liable to pay all kind of govt. taxes including GST as decided in agreement for sale and other central, state or local government taxes, fees or levies of all and any kind by whatever name called, whether paid or payable by the Purchaser and/or its contractors (including sub-contractors) and /or levied or leviable now or in future by the government, municipal authority or any other governmental authority on the said Apartment/Land, as the case may be, as assessable or applicable from the date of application. The Purchaser further agrees that if the said Apartment is assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Purchaser, which shall be final and binding on the Purchaser. If the said office/shops is assessed separately, the Purchaser shall pay directly to the competent authority on demand being raised by the competent authority.
17. That this Deed is subject to all laws and notifications and rules applicable to Satyamev Eminence.
18. The Purchaser confirms having borne and paid all expenses for the completion of this Conveyance Deed, including cost of stamp duty, registration and other incidental charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at **Rs.**_____ **/- (Rupees** _____

_____ **only**) in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty as may be determined by the Sub -Registrar/concerned authority along with consequent penalties/deficiencies as may be levied in respect of the said office/shops conveyed by this Conveyance Deed shall be borne by the Purchaser exclusively and the Purchaser shall not be liable for the same and accepts no responsibility in this regard.

SCHEDULE

All that piece and parcel of Shop No. _____ on Floor _____, having carpet area of _____ sq. mtrs., (_____ sq. ft.) along with Parking Space No. _____, _____ sq. mtrs, balcony/verandha admeasuring _____ sq. mtrs, having open terrace area admeasuring _____ sq. mtrs in the group housing colony "Satyamev Eminence", situated beside Saptak Bungalows & AUDA water tank, Science City Ahmedbad, in the revenue estate of District Ahmedabad, Gujarat.

Note : Shop/Office no. _____ includes undivided and under marketed share of _____ sq. mtrs in the land of the scheme

The Office/shops _____ is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

The Parking Space No. _____ is bounded as under:

At or towards the North:

At or towards the South:

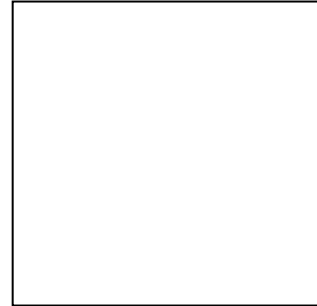
At or towards the East:

At or towards the West:

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this Deed on the day, month and year first above written.

FOR LAND OWNER/PROMOTOR 1

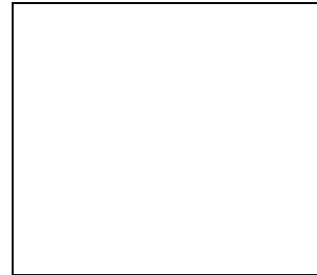
Satyamev Eminence



Acting through its partners
(1) Lalitbhai Babubhai Patel

FOR THE ALLOTTEE/S

1. _____



Witnesses:

1. _____

2. _____
