

**SALE DEED**

**PROJECT**        :-   **NILAMBER CORPORATE PARK**

**TOWER**        :-   \_\_\_\_\_

**FLOOR**        :-   \_\_\_\_\_

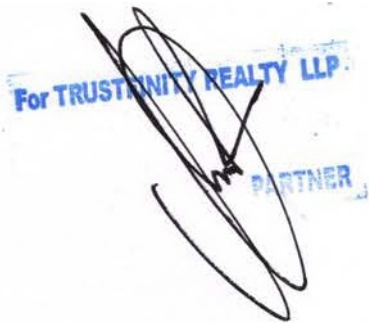
**UNIT NO.**        :-   \_\_\_\_\_.

**CARPET AREA** :-   \_\_\_\_\_(SQ.MTR)

**CARPET AREA** :-   \_\_\_\_\_(SQ. FT)

**SUPER BUILD UP AREA**        :   \_\_\_\_\_ (SQ.FT)

**NAME**        :-   \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A handwritten signature in black ink is written over a blue rectangular stamp. The stamp contains the text "For TRUSTINITY REALTY LLP" on the top line and "PARTNER" on the bottom line.

## **SALE DEED**

DEED OF CONVEYANCE In Respect Of Immovable Property /  
Premises Being Shop No. / Office No. / Unit No. \_\_\_\_\_ Rs.  
\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only)  
Situating On Tower \_\_\_\_\_ On \_\_\_\_\_ Floor Admeasuring on or About  
\_\_\_\_\_ Sq.Mtr/ \_\_\_\_\_ Sq. Ft. Carpet Area In a Building Known As  
"NILAMBER CORPORATE PARK" developed on land bearing  
Revenue Survey No. 30,31,32 (P), 33 & 36 Paiki 2 & 3 of Village Saiyed  
Vasna, being Final Plot No.- 3/1,4/3 +4/4 & 4/5 admeasuring 9840 Sq.Mts.  
paiki 9465 Sq.Mts. 2291 Sq.Mts. & 1145 Sq.Mts. Total Area of Land = 12,901  
Sq.Mtr, Paiki Land Used for the Project = 10,153.91 Sq.Mtr, bearing and Town  
Planning Scheme No. 17, situated, lying and being at Mouje Saiyad -  
Vasana, Taluka Vadodara, in the Registration District of Vadodara and  
Sub-District of Vadodara, Akota (Vibhag-3).

**RERA NO: PR/GJ/VADODARA/VADODARA/OTHERS/ /**

THIS DEED OF CONVEYANCE is executed at Vadodara, on this \_\_\_\_\_  
day of \_\_\_\_\_ 2021 BETWEEN

**FIRST PARTY / THE VENDOR/ PROMOTERS:**

M/s. TRUSTFINITY REALTY LLP, a LLP registered under the  
Limited Liability Partnership Act 2008 having its Registered Office at 63,  
Suvarnapuri Society, Jetalpur Road, chikuwadi, Vadodara.. [PAN #  
AALFT6860C] through its Authorized Signatory MR. BHARATKUMAR  
N PARIKH, Aged about 66 Yrs., Occupation Business, Residing at  
Vadodara.

For TRUSTFINITY REALTY LLP  
PARTNER

Hereinafter referred to as “**the Vendor**” or **the party of the First Part** (which expression shall, unless it be repugnant to the context shall mean and be deemed to include the said Firm & the partners of the said firm, from time to time, its office bearers, their successors, executors, administrators and assigns etc.) of the **First Part**.

AND

**SECOND PARTY / THE PURCHASER:**

Mr./Mrs./Miss \_\_\_\_\_ Aged Adult, Occupation \_\_\_\_\_ [PAN # \_\_\_\_\_] Residing at \_\_\_\_\_, hereinafter referred to as “**the purchaser**” or **the party of the Second Part** (which expression shall, unless repugnant to the context shall mean and be deemed to include purchaser, his/her successors, executors, administrators, assignees etc.) of the **Second Part**.

**This Sale Deed is being prepared, signed and executed based on registered Agreement for Sale between Purchaser/Party of the Second Part and Promoter/Vendor/Party of the First Part Vide Reg. No. \_\_\_\_\_ on \_\_\_\_\_ Day of \_\_\_\_\_ 2021 with same terms & conditions of the Agreement.**

Do hereby execute this sale deed that.....

**The Vendor/Promoter Developed the Project Name Called “NILAMBER CORPORATE PARK” on land bearing Revenue Survey No. 30,31,32 (P), 33 & 36 Paiki 2 & 3 of Village Saiyed Vasna, being Final Plot No.- 3/1, 4/3+4/4 & 4/5 admeasuring 9840 Sq.Mts. paiki 9465 Sq.Mts. 2291 Sq.Mts. & 1145 Sq.Mts. bearing and Town Planning Scheme No. 17, situated, lying and being at Mouje Saiyad - Vasana, Taluka Vadodara, Total Area of Land = 12,901 Sq.Mtr, Paiki 10,153.91 Sq.Mtr Land**

For TRUSTINITY REALTY LLP.  
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Used for the Project, more particularly described in the Schedule – I written hereunder, which is hereinafter referred to as “**the said land**”,

**WHEREAS** THE VENDOR is seized and possess and well and sufficiently entitled to all that piece and parcel of land bearing Revenue Survey No. 29/1, 30, 31, 32, 33+36/P/1 TO 33+36/P/5, 33+36/P/7, 33+36/P/10 admeasuring 5443 sq.Mtr, 15795 sq.Mtr, 1145 sq.Mtr, 1865 sq.Mtr, 2291 sq.Mtr, 1145 sq.Mtr, 992 sq.Mtr respectively being F. P. No. 4/1, 4/2+4/7, 4/3+4/4, 4/5, 11/3, 2, 3/1 (part) admeasuring 28676 Sq. Mts. in T.P. Scheme No. 17, situated & lying at Mouje Saiyad – Vasana, in the Registration District of Vadodara and Sub-District of Vadodara, Akota (Vibhag-3). As per that Land bearing Revenue Survey No. 29/1, 30, 31, 32, 33+36/P/1, 33+36/P/2 & 33+36/P/5, 33+36/P/7, 33+36/P/10 admeasuring 5443 sq.Mtr, 6330 sq.Mtr, 1145 sq.Mtr, 1865 sq.Mtr, 992 sq.Mtr, respectively being F. P. No. 2, 3/1 (P), 4/1, 4/2+4/7, 11/3, admeasuring 15775 Sq. Mts. in T.P. Scheme No. 17, belongs to Vendor/Promoter including Excess Land the Existing Constructed Building-A.

AND WHEREAS Yogin Ashokbhai Patel & others were the owners of the said land. Who executed a registered deed of conveyance in favor of present VENDOR which is registered with the Sub-Registrar, Vadodara on 25/10/2019 at Sr. No. 17663, accordingly the VENDOR become the absolute sole Owner of the said land.

AND WHEREAS the Collector, Vadodara has granted N. A. Permission [for The Commercial purpose] vide its Order dated: 05/07/2016 bearing No. \_N.A/S.R/116/2016-17.

AND WHEREAS Kantibhai Premjibhai Patel & others were the owners of the said land. Who executed a registered deed of conveyance in favor of

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present VENDOR which is registered with the Sub-Registrar, Vadodara on 27/11/2017 at Sr. No. 18621, accordingly the VENDOR become the absolute sole Owner of the said land.

AND WHEREAS the Collector, Vadodara has granted N. A. Permission [for The Commercial purpose] vide its Order dated: 28/12/1989 bearing No. \_N.A/S.R/11/89-90, No. LAND/D/Vashi/6512 to 6517/89.

AND WHEREAS Ashok Dahyabhai Patel & others were the owners of the said land. Who executed a registered deed of conveyance in favor of present VENDOR which is registered with the Sub-Registrar, Vadodara on 09/03/2018 at Sr. No. 3961 & 08/04/2019 at Sr. No. 5852 & 09/03/2018 at Sr. No. 3965 & 01/03/2019 at Sr No. 3610, accordingly the VENDOR become the absolute sole Owner of the said land.

AND WHEREAS the Collector, Vadodara has granted N. A. Permission [for The Commercial purpose] vide its Order dated: 30/11/2016 bearing No. N.A/S.R/831/2016-17, & 03/12/2016 bearing No. N.A/S.R/832/2016-17, & 03/12/2016 bearing No. N.A/S.R/833/ 2016-17 &

AND WHEREAS Smita ben Patel & others were the owners of the said land. Who executed a registered deed of conveyance in favor of present VENDOR which is registered with the Sub-Registrar, Vadodara on 09/03/2018 at Sr. No. 3967, accordingly the VENDOR become the absolute sole Owner of the said land.

AND WHEREAS the Collector, Vadodara has granted N. A. Permission [for The Commercial purpose] vide its Order dated: 03/12/2016 bearing No. N.A/S.R/835/2016-17

WHERE AS the Senior Town Planning Officer, Vadodara Municipal Corporation has sanctioned and approved the Lay-out Plan, Building

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Plans and issued Building Permission (Raja Chitthi) vide No. Ward-**Ward-11/H.B.-24/2019-2020** dated 04/02/2020.

WHERE AS the vendor has commercial development & construction over the said land in accordance to the aforesaid permission/s, and willing to continue it with same or with revised permission/s as required to obtain and/or to be obtained from time to time, for Commercial purpose & usage.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land;

AND WHEREAS the Vendor/Promoter is in possession of the project land

AND WHEREAS the vender/ Promoter has applied for construct on the project land Building-C- 2 basements, Ground Floor to 11<sup>TH</sup> Floor with Terrace & Building D & E- Ground Floor to 3<sup>rd</sup> floor and Terrace. which shall be named "**NILAMBER CORPORATE PARK**".

AND WHEREAS the Purchaser is offered an building bearing number on the \_\_\_\_\_ floor, (herein after referred to as the said "Building") in the wing of the Building called **NILAMBER CORPORATE PARK** (herein after referred to as the said "Building") being constructed in the phase of the said project, by the Promoter.

AND WHEREAS the Promoter/ Vendor applied for construction of the Project under the provisions of the Act with the Real Estate Regulatory Authority at Vadodara no \_\_\_\_\_  
\_\_\_\_\_; authenticated copy is attached in Annexure 'B';

  
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AND WHEREAS by virtue of the Registered Sale Deed, the Promoter has sole and exclusive right to sell the Buildings in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Purchaser(s)/s of the Buildings to receive the sale consideration in respect thereof;

AND WHEREAS the Vendor/ Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor/Promoter's Architects Messrs. AJIT NAIR and of such other documents as are specified under the Real Estate Regulation and Development Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Purchaser is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Buildings are constructed or are to be constructed have also been inspected by the Purchaser and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Purchaser.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project has also been inspected by the Purchaser,

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AND WHEREAS the authenticated copies of the plans and specifications of the Building agreed to be purchased by the Purchaser has been annexed and marked as Annexure A

AND WHEREAS the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly censlraded of the said building/s in accordance with the said approved plans.

1. The Vendor has agreed to sell and the purchaser has agreed to purchase the Shop No. / Office No. / Unit No. \_\_\_\_\_ Situated On Tower \_\_\_\_\_ On \_\_\_\_\_ Floor Admeasuring on or About \_\_\_\_\_ Sq.Mtr/ \_\_\_\_\_ Sq. Ft. Carpet Area in a building known as **NILAMBER CORPORATE PARK**, which is more particularly described in the **Schedule - II** written hereunder and referred to as

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the “said Unit/Shop/Office” or “said property” upon the land described in the Schedule – I.

2. The Vendor has supplied copies of all the necessary documents and approved plans, Commencement Certificate issued by VMC, N.A. permission, B.U. permission, etc. to the Purchaser herein. The Purchaser have carefully inspected and studied, scrutinized and examined through his/her/their lawyer and is fully satisfied about the same and agrees to never raise any dispute or objection regarding the same. The Purchaser has been supplied with a copy of Title Report. That, the Purchaser is/are fully satisfied about the right, title and interest of the Vendor and its predecessors-in-title in respect of the entire said land and the Purchaser confirms that no further investigation is required and will never raise any objection in this respect in future.
3. The Vendor has agreed to sell and the Purchaser have agreed to purchase the said property more particularly described in the Schedule – II hereunder written for a total price of or in considerations of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) being Shop / Office / Unit bearing No. \_\_\_\_\_ situated on the \_\_\_\_\_ Floor admeasuring about \_\_\_\_\_ Sq. Ft. Carpet area.
4. The Purchaser shall not be entitled to get possession of the entire said land in future alone. The land will always be undivided among the respective owners of the units of the project. The purchaser is aware that the remaining portion of the land as well as other Units/Offices situated in this building and scheme shall be transferred in future and agreements and Sale Deeds/Conveyance Deeds will be executed in favor of such other buyers. The purchaser/Purchasers are also aware that after the execution of Sale Deed in their favour He / She/They will become co-owner of the

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undivided land with others and that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest. The purchaser has also agreed that they will be entitled to use and enjoy the undivided common facilities only after the payment of necessary amount/fees. That, it is clarified by the Vendors that all unit owners of the project will have right to use the **Basement** below all the blocks for parking and the vendors will be entitled to grant exclusive right of Car Parking slots to any unit owners for reserved parking. That, it is clarified by the vendor that parking slot/area in the basement of the building and in the margins of the plot of land shall be used as reserved parking place which shall be respectively used only by those unit holders to whom its exclusive right for parking shall be given by the vendors. The purchaser agrees to this arrangement. To regulate the proper management and discipline in the said project, the developer herein has decided to grant free of cost the parking facility at Basement Floor and subject to discretion and subject to such terms and conditions, to which the purchaser hereby accord his/her/their irrevocable consent. It is understood and agreed by the purchaser that the purchaser shall be entitled for “**One Car Parking**” free of cost at the space/floor provided by the Owner/Developer. The purchaser shall not have any exclusive parking area on the said floor. The owner and the developer shall be entitled to commercially grant parking rights to anyone as they think fit, for which the owner and the developer are entitled to collect parking charges in their own name or in the name they deem fit. It is hereby agreed that the developer has the exclusive right of allotment of different covered parking spaces, open spaces for parking or garden, terraces, any other built-up area, within the said land or

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within the building/s constructed thereon or right to develop garden in open spaces therein to any person/s of choice of the developer on such terms and conditions as it may deem fit and proper, for the exclusive use of such person/s who shall be entitled to acquire, hold, possess and use the same notwithstanding whether such person/s is/are the holder/s or acquirer/s of the any commercial unit/shop within the building/s to be constructed on the said land or not. The person/s to whom such terrace/s, covered parking space/s, open space/s for parking/ garden, built-up area/s are allotted shall be admitted as the members of the common organization of the commercial unit/shop buyers. It is hereby agreed that the common organization of the commercial unit/shop buyers. It is hereby agreed that the common areas and facilities shall be the only common areas and facilities in the said land and the building/s to be constructed therein and the developer shall be entitled to allot, alienate and transfer all other remaining areas of the said land and the building to be constructed thereon including any facilities therein to any other person/s.

5. THAT, the Purchaser have paid the above stated price to the Vendors in the manner as stated here under: -

| Amount | Date | Cheque/ RTGS/NEFT | Name of Bank |
|--------|------|-------------------|--------------|
|        |      |                   |              |
|        |      |                   |              |
|        |      | Total Amount Rs.: |              |

Total Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only)

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All the taxes including Goods and Service Tax (GST) or any other statutory taxes/levies that may be imposed as applicable shall be paid by the Purchaser(s). It is expressly understood that the consideration mentioned herein do not include any taxes. Charges of Stamp Duty, Registration Fees, VAT, Service Tax, GST and other Government, Semi Government Taxes, which the Purchaser(s) has to paid separately, Any other incidental or consequential charges, if any, shall be charged extra.

In pursuance of the aforesaid consideration paid by the Purchasers to the Vendors being the full consideration payable by the purchaser for the said property more particularly described in the Schedule-II hereunder written, the payment and receipt (subject to realization of the loan cheques if any) or t same the Vendors doth hereby admits, confirms and acknowledges the receipts of it and forever acquit, release and discharge the purchasers, the vendors doth hereby convey, grant, transfer and assure unto the purchaser the said property, proportionate land and common facilities and common properties of the project together with undivided right in the compound, sewage, drains, plants, shrubs, ways, paths, passage, commons, waters, watercourses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenances, undivided proportionate land, and common staircase and passages etc. whatsoever to the said property or any part thereof belonging or in any way appertaining to or with the same or any part thereof now have or any time heretofore usually held, used, occupied or enjoyed or reputed or known as part thereof and to belong or be appurtenant thereto and all other common rights and amenities in the project proportionately with other owners of various units in the project and all the estate, right, title, interest, claim and demand whatsoever at law and in equity of the Vendors into out of or upon the said property, undivided proportionate land here determents and premises or any part thereof to have and to hold the said property hereby, granted, conveyed and assured or intended or expresses so to be with their and every of their rights, title, interest, easement and appurtenances unto and to the use enjoyment and benefit of the purchasers forever as full owners also subject to the terms and conditions stated in this deed and in other deeds made in respect of this unit.

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6. THAT, quiet, vacant and peaceful possession of the said unit/said property described in Schedule is delivered by the vendors herein to the purchasers today and the purchasers have thoroughly verified and examined the area, construction and specification of the said property and upon satisfaction thereof purchaser acknowledges the delivery of the said unit/said property by the vendors in good and proper condition and acquits & exonerate the vendors from any further work to be carried out in the said property and assure to never raise any dispute with regards the same. The purchaser has also inspected the physical condition of the said property and is satisfied with the same. The purchaser is aware that the said super built-up area of the property comprises of proportionate share of all common areas or the building and the carpet area of the unit comprising of ducts, columns, internal partitions, toilets etc. The purchaser has completely satisfied itself with regards to the super built-up area of the property and has No Objections in this regard and shall not raise any dispute in future.
7. The Vendors will form a management body or Association namely **"NILAMBER CORPORATE PARK MEMBERS ASSOCATION"** (hereinafter referred to as said **"Management Body"**) for management and maintenance of common facilities of said project, **NILAMBER CORPORATE PARK** and purchasers hereby assures to become a bonafide member of the said management body and shall from time to time sign and execute the application and other papers and documents necessary for the operations of the Management Body. Purchasers shall co-operate and assist the Vendors for the operations of the management body.

**7. A Procedure for taking possession -**



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The Purchasers agree that Possession of the Shop / Office / Unit will be handed-over after 30 days of full and final payments of total cost including all charges / fees / taxes etc. have been made by the Vendee(s) and Conveyance/ Sale Deed stands executed.

Post-execution of Conveyance/ Sale Deed, if the Vendee(s) desire(s) to carry out furniture, fixture, renovation, interior work etc. in his / her / their respective Shop/office, he / she/ they will do so ONLY after,

- (a) Actual/ physical possession of the Shop / Office / Unit is handed over through exchange of Possession and Acceptance/ Satisfaction Letters; and
- (b) MGVCL allots electricity connection/ meter to the respective Shop / Office / Unit.

**71** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the [Building], to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Building] to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

**72** The Purchaser shall take possession of the Building within 15 days of the written notice from the promoter to the Purchaser intimating that the said Buildings are ready for use and occupancy:

**73** Failure of Purchaser to take Possession of [Building]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the [Building] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall

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give possession of the [Building] to the purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

8. The Purchasers agree that though they have become free, independent and absolute owners of the said property, the said property shall be used, occupied and transferred by them as per rules and regulations that has been or will be framed by said Management Body from time to time. Therefore, the use and transfer etc. of said property shall be in accordance with the rules and resolutions of the Management Body.
9. And the Vendors do hereby for itself / its successors and assigns covenant with the purchasers that notwithstanding any act, deed, matter or thing whatsoever by the vendors or any of their ancestors or testators or any person or persons lawfully, or equitably claiming by, from, through or under him or them or omitted or knowingly suffered to the contrary the Vendors now hath at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the said property hereby granted, conveyed, released or assured or intended so to be unto and to the use of the purchasers in the manner aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the Management Body.
10. And that the Purchaser after obtaining possession of said property from the Vendors in writing shall and may at all time hereafter peaceably and quietly enter upon, have occupy, possess and enjoy the said property and get the name entered in the relevant revenue records and may obtain all the utility connections in the said property and vendors will co-operate for necessary endorsements

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as may be necessary. Purchasers may receive the rents and profits thereof and of every part there to and for his/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by them the vendors or any members or any of them or claiming by, from, under or in trust for him or any of them upon fulfillment of and subject to what is stated herein.

11. And full and free right, liberty and license for the purchasers their heirs, executors, administrators, agents, successors, legal representatives and assigns for the time being of the said property and its or their tenants and servants and all other persons authorized in that behalf by it or them from time to time and at all times after delivery of possession from the vendors in writing, by day and or night for all purposes connected with the use and enjoyment of the said property to go, return, pass and re-pass with or without vehicles in, along, over and upon the land of common facilities and approaches subject to what is stated elsewhere in this Deed and rules made by the Management Body from time to time.
12. The Vendors covenants with the purchasers that the said property/land of Final Plot and construction or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said property and that said property is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the vendors has not taken any loan or financial assistance from any Financial Institute or any other Bank of any nature from anyone by creating charge over the said property or its title deeds.
13. That, the Vendors has paid and shall pay all kinds of Panchayat Taxes, VUDA / VMC, Cesses, Betterment charges and Revenue

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Taxes etc. in respect of the said property up to the date of this Sale Deed. The purchaser shall be liable to pay such VUDA / VMC taxes, Property taxes, Cesses, Charges etc. thereafter.

14. It is herewith clarified and confirm between parties to the present Deed i.e. the Vendor and the Purchaser that, this present Deed as well as other deeds, agreements & documents which is/are executed or to be executed hereinafter pertaining to sell/purchase of said Unit/Shop/Office, is/are deemed to as prepared & executed as per the certain rules, regulation & guidelines of recently implemented the Real Estate Regulation and Development Act, 2016 and almost major covenant & stipulations etc. of said Act and contents of prescribed Annexure/Model Form is/are read over, explained to the Purchaser and same has been understood by him/she/them, and all such relevant & necessary covenants, contents & stipulations is/are covered in present Deed and other foregoing deed, documents, and hence, the observance & fulfillment of such terms, conditions & stipulations shall be the joint responsibility of the Purchaser and the Developers.
15. Within a period of five years from the date of handing over the possession of the said Premises to the Unit/Office/Shop Purchaser(s), the Purchaser(s) or the Society as the case may be brings to the notice of the Promoters any structural defect or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

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16. The Promoter shall not have any claim on FSI, additional FSI and terrace right and common area after building use permission has been obtained, such right if any will be owned by the Association of Owners Only.

**THIS DEED OF CONVEYANCE FURTHER WITNESSES and it is hereby mutually agreed by and between the parties hereto as under: -**

The Purchaser irrevocably agree that they have purchased the said property on the following terms and conditions and they covenant with the Vendors as stated hereunder: -

- [1] That, the Purchasers agree to abide by the rules, regulations and resolutions of the Management Body and assure that they shall not commit any breach of the same.
- [2] That, Purchasers herein agree to purchase necessary shares and become members of the Management Body.
- [3] The Purchasers agree to pay all maintenance amount / charges / deposit / transfer fees to the Management Body / Vendors.
- [4] It is hereby agreed by the Purchasers that as owners of the said property in pursuance of this deed it shall deposit with the Management Body necessary maintenance deposit as decided by said Management Body / Vendors from time to time. The Purchaser agree that subsequently it shall also pay such amount as may be decided by the said Management Body for maintenance. Maintenance deposit shall be utilized by the said Management Body towards common expenses, maintenance and other expenses incurred by the said Management Body. The Management Body shall also be entitled to use/spend the corpus of the said fund in case of necessity. The Purchaser shall also be required to pay additional amount in future as corpus fund or otherwise if the

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Management Body so decides to meet with such expenses. The Purchasers shall not be entitled to use and demand any services and facilities from the Management Body if they have committed default in payment of maintenance charges.

- [5] The Purchasers shall not use the said property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the project or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes. The Purchasers agrees not to obstruct the common areas or passages of the **NILAMBER CORPORATE PARK** project or the Ground Floor margins of the said building or the side margins of the said property by erecting any kind of temporary or permanent structure or placing any kind of furniture or fixtures like table, chairs, or other such loose materials. The Purchaser hereby covenant to the Vendors and agrees to abide by the aforesaid condition as the essence of this Sale Deed.
- [6] That, the Purchasers shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its property in the common passages, balconies, compound or any portion of the said project. The Purchaser shall maintain the esthetics of the Project. If the purchaser or its employees, agents, visitors etc.. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Project then the purchaser shall be liable to clear such dirt, rubbish, etc. at its cost and in addition the Vendors / Management Body shall also be entitled to impose find on the purchaser or its employees, visitors etc.
- [7] The Purchaser shall not use the said property for residence.
- [8] That, the Purchaser shall not use the said property for manufacturing any items or as pan parlors, as Club, Video Parlour,

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- Surgical Home, Dairy, or as Printing Press, or storing chemicals or for HiraGhanti, any business which require machines which are used in industries or as a Transport Company or Transport Office and for any other purpose which may be objectionable to the said Vendors / Management Body and other occupiers in the said Project.
- [9] That, the Purchaser shall maintain at its own costs the property purchased by the purchaser in the same good condition, state and order in which it will be delivered to the purchaser and shall abide by all bye laws, rules and regulations of the government, the Vadodara Urban Development Authority, Vadodara Municipal Corporation and MGVCL and any other authorities, local bodies, and the Management Body and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this sale deed.
- [10] The Purchaser or their employees, agents, etc. shall not demolish or do any additions / alterations / modifications of any nature in the said property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said property or the neighboring premises or the building. No modifications will be allowed in the elevation of the building. The purchaser shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the maintenance body. However, the purchaser may carry out internal Civil Work (non-structure) with prior written consent and permission from Vendors / Management Body and after obtaining prior written opinion of Structural Engineer of repute and also obtaining prior permission,

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if required, of Vadodara Municipal Corporation and or any other concerned authorities.

- [11] The Purchaser shall not alter / change the size and shape of the door, window, shutters etc. and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring ceiling etc. of the said Block / Unit. The Vendors has kept proper ducts/space for keeping the A/c units in the said unit. Therefore, the purchaser shall not keep / fix their A/c unit at any other place.
- [12] that, the Purchaser shall not put any Boards / Hoardings without the prior written permission of the Vendor / Management Body. The purchaser shall be allowed to put its board on the entrance wall of their unit and shall also follow the instructions of the Vendors / Management Body regarding dimension and size of the board / hoarding. The purchaser shall never put or install any hoarding, or vinyl or signage or any drape inside the said property which is visible from outside the building in any manner and the purchaser shall not put or install anything on the facade of the building. Only the maintenance body / vendor are authorized to put up the purchaser's name along with all other members / occupiers of the building at a designated place on the Ground Floor Foyer of the building.
- [13] That, the Purchaser shall keep insured its Unit/s against loss or damage by fire, flood, earthquake, storm, tempest, any natural disaster, aircraft collision, riot, sabotage etc. in the full value and the purchaser with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the Management Body or the Vendors, the policy or policies of such insurance and receipt for the premiums

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for the same and in the event of the Unit being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the Unit.

- [14] That, the purchaser shall permit the Vendors / Management Body, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hour notice (except in case of emergency) to enter in to and upon his/her/their property and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the unit or any other property in the building in respect whereof the occupiers of such other unit as the case may be shall have committed default in paying its share of maintenance charges, common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Management Body/Vendors. The purchaser shall be also be bound / liable to pay interest at the rate of 2% per month in case of default or delay in paying maintenance charges.
- [15] That, the Purchaser hereby covenant to keep the said property in good condition. The purchaser is aware that the common wall of the said property is of thickness of single brick and therefore they shall not do anything which may cause damage to the building and/or the neighboring of the premises.
- [16] Sometime the leakage of water from the toilets, bathrooms and pantry may happen in units as well as from the neighboring and

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upper units. Leaked water / moisture may appear on the walls of said unit and that may deteriorate the painting and plaster on the walls. Purchaser are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The purchaser agrees that the Management Body / Vendors shall not be liable for any damage in the unit due to leakage of water and its various other after effects; however, the purchaser hereby undertakes to get repaired the toilets and wet areas at its own cost and expenses in case the occupiers of lower units below the said property complains of any water leakage in their roof.

- [17] The Lift facility in this building shall be used as per rules of the Management Body which has been/may be formed for the Management of said building. It is to be economically used. The purchaser as well as their employees or heirs shall not misuse the said lift and purchaser will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactures by the Management Body / Vendors. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs then the Management Body / Vendors shall not become responsible for it and the purchaser or their employees' heirs etc. shall not demand / shall not be entitled to demand such damages / compensation from them and hereby gives assurance and consent in it.
- [18] The Purchaser and their employees, agents, visitors, etc. shall not spoil or damage the common toilets and shall keep the toilets in proper hygienic condition. The Vendors / Management Body shall

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be entitled to impose fine on any person spoiling or damaging the common toilets or rendering it unfit for public use.

- [19] The Purchaser covenants that the purchaser and their employees and agents shall park their vehicles only in their allotted area and they shall not be entitled to park in visitor parking area. The Vendors / Management Body shall be entitled to take strict action against the purchaser, including imposition of fine, if they park their vehicles in visitor parking. The purchaser is/are aware that for purpose of better safety and security of premises and convenience to owners / end users, the entry / movement of heavy vehicles shall not be permitted in the project.

[20] SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or Rules and Regulations made thereunder or under other applicable laws, such provision 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 rules and regulations made thereunder or the applicable law, as the case may be, and the remaining provision of this agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

- [21] After obtaining prior written permission of the Management Body / Vendors the Purchaser shall be entitled to transfer / sell, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of said property or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said property and such approval shall not be normally denied unless the purchaser / occupier have committed breach or default in

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- compliance of the terms and conditions of this sale deed or any other agreements entered into with the Management Body or its rules, resolution etc. as the case may be and if the activities of the transferor or transferee are not suitable to the Building / Management Body. The purchaser shall take prior written permission from the Vendors / Management Body before giving the said property or any part thereof on rent, lease or leave and license basis and it shall be the responsibility of the purchaser to inform the concerned police station about the renting of the property as per prevailing laws.
- [22] That, the Purchaser and the persons to whom said property shall be subsequently transferred, assigned or given possession of with the permission of the Management Body of the said project shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said Management Body may require for safeguarding the interest of the said property and its occupiers.
- [23] That, the Purchaser and persons to whom the said Unit shall be subsequently transferred, assigned or given possession of shall observe, obey and perform the rules, regulations and resolutions, which may have been made by Management Body for the protection, maintenance, use and transfer of the said property and other space and premises therein and/or in the compound. They will also abide by the building rules, regulations and bye-laws for the time being in force of the Vadodara Municipal Corporation and other authorities of the Government.
- [24] That, if the Purchaser or its employees, guest or any person claiming under the purchaser have damaged or cause to have damaged any of the common properties / amenities / facilities of the **NILAMBER**

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- CORPORATE PARK** project or the purchaser are found to have committed breach of any of the conditions then, without prejudice to the right of expulsion of the purchaser from the occupation and membership of the said Management Body and forfeiture of its price and share, the said Vendors / Management Body shall have absolute right to compel the purchaser to restore to the original position and in default, shall have a right to cause it to be done through its agents and employees at the cost of purchaser and transfer it in any manner they like for making good the losses, expenses etc. suffered by Management Body.
- [25] All the terms and conditions of this Sale Deed shall be binding upon the Vendors & Purchaser and future owners and occupiers of the said property.
- [26] The said Project shall always be known as “**NILAMBER CORPORATE PARK**”. This name shall not be changed under any circumstances by the purchaser and other unit holders.
- [27] Dispute Resolution: 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 provision of Real Estate (Regulation and Development) Act, 2016, Rules and Regulation, there under.
- [28] The said property is located within the limits of J. P. Police Station of Vadodara and does not fall under the Disturbed Area covered by the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from premises in Disturbed Area Act, 1991 and therefore, no prior permission of the Collector of Vadodara for the transfer of the said property is required to be obtained for this sale deed.

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[29] That, the expenses for Stamp Duty, Additional Stamp Duty (if any) Registration Fees, Miscellaneous expenses, Lawyer's Fees etc. in respect of this sale deed shall be borne by the purchaser alone.

[30] The Purchaser will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc. if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.

The Schedule above referred to are mentioned hereunder:-

### **SCHEDULE - I**

#### **(Description of Land of Entire Project)**

All that piece & parcel of Non Agricultural land bearing Revenue Survey No. 30,31,32 (P), 33 & 36 Paiki 2 & 3 of Village Saiyed Vasna, being Final Plot No.- 3/1,4/3 +4/4 & 4/5 admeasuring 9840 Sq.Mts. paiki 9465 Sq.Mts. 2291 Sq.Mts. & 1145 Sq.Mts. Total Area of Land = 12,901 Sq.Mtr, Paiki Land Used for the Project = 10,153.91 Sq.Mtr, bearing and Town Planning Scheme No. 17, situated, lying and being at Mouje Saiyad - Vasana, Taluka Vadodara in the Registration District and Sub-District Vadodara, Akota (Vibhag-3) (along with right to use and enjoy common amenities and all other common rights including roads, etc.) bounded as follows :

On or Towards East by : 7.50 Mt. wide T. P. Road.,

On or Towards West by : 30 Mt. wide T. P. Road.,

On or Towards North by : 7.50 Mt. wide T. P. Road.,

On or Towards South by : Linde house.

### **SCHEDULE - II**

#### **(Description of said Property hereby sold)**

All that property being Shop No. / Office No. / Unit No. \_\_\_\_\_  
Situated On Tower \_\_\_\_\_ On \_\_\_\_\_ Floor \_\_\_\_\_ "NILAMBER  
CORPORATE PARK" Sq.Mtr/\_\_\_\_\_ Sq. Ft. Carpet Area and  
proportionate undivided share of land/property admeasuring ..... sq.mt. /

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.....sq. ft. of 10,153.91 Sq.Mtr land bearing Revenue Survey No. 30,31,32 (P), 33 & 36 Paiki 2 & 3 of Village Saiyed Vasna, being Final Plot No.- 3/1,4/3 +4/4 & 4/5 admeasuring 9840 Sq.Mts. paiki 9465 Sq.Mts. 2291 Sq.Mts. & 1145 Sq.Mts. Total Area of Land = 12,901 Sq.Mtr, Paiki Land Used for the Project = 10,153.91 Sq.Mtr, bearing and Town Planning Scheme No. 17, situated, lying and being at Mouje Saiyad - Vasana, Taluka Vadodara in the Registration District and Sub-District Vadodara, Akota (Vibhag-3) along with the right to use and enjoy common amenities and all other common rights including roads, common plots, etc. of the said building.

The said Unit No. \_\_\_\_\_ is bounded as under: -

On or towards East :

On or towards West :

On or towards North :

On or towards South :

The aforesaid property is along with proportionate share of common rights in all common utilities and amenities, passages, foyer, garden, staircase, lifts, compounds, sewage, drains, drainage, electricity etc.

IN WITNESS WHERE OF the parties hereto have hereunder set and subscribed their respective hands hereunder on this \_\_\_\_ day of \_\_\_\_\_ 2021 at Vadodara.

**THE VENDOR:**

SIGNED, SEALED & DELIVERED  
BY "TRUSTFINITY REALTY LLP"  
Through its managing partner

\_\_\_\_\_  
(BHARATKUMAR N PARIKH)

**THEPURCHASER/VENDEE:**

  
For TRUSTFINITY REALTY LLP  
PARTNER

SIGNED, SEALED & DELIVERED  
By the within named

(\_\_\_\_\_)

**WITNESS:** 1. \_\_\_\_\_ 2. \_\_\_\_\_

For TRUSTINITY REALTY LLP.

PARTNER

**Photograph Of Project “Nilamber Corporate Park”**

THE VENDOR/PROMOTOERS: - \_\_\_\_\_

THE PURCHASER: - \_\_\_\_\_

**Photograph Of Unit / Office / Shop On \_\_\_\_\_ Tower \_\_\_\_\_ Floor**  
**Of “Nilamber Corporate Park**

THE VENDOR/PROMOTOERS: - \_\_\_\_\_

THE PURCHASER: - \_\_\_\_\_

For TRUSTINITY REALTY LLP  
PARTNER

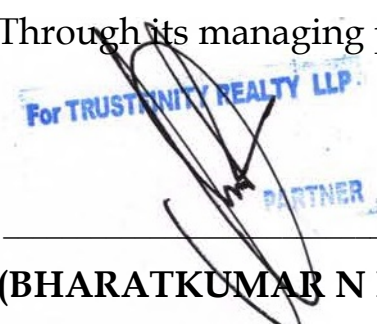
**SCHEDULE ATTACHED UNDER SECTION 32(A) OF THE  
REGISTRATION ACT, 1908**

**The Vendors:**

**Photograph**

**Thumb  
Impression**

**TRUSTFINITY REALTY LLP",**  
Through its managing partner

  
\_\_\_\_\_  
**(BHARATKUMAR N PARIKH)**

**The Purchaser:**

SIGNED, SEALED & DELIVERED,  
By the within named

\_\_\_\_\_  
(\_\_\_\_\_)

