

REMARKS :-

THIS DRAFT IS A MODEL DRAFT AND SUBJECT TO CHANGE AS THE CASE MAY BE.

DEED OF CONVEYANCE

(Rs.....=00)

(Rupees Only)

**THIS DEED OF CONVEYANCE made at GANDHINAGAR this day
of 2017**

BETWEEN

SANVIRA REALTY,

PAN:

A Partnership Firm incorporated under the provision of The Partnership Act 1932
having its Office at : 109, 1st Floor, Haveli Arcade Plot no. 231, Sector 11,
Gandhinagar-382011

hereinafter referred to as **"THE VENDOR"** (which expression shall unless
the same be repugnant to the context or meaning thereof shall mean and
include the Vendor, its Partners, administrator, successors and assigns

as on the date and from time to time.) of the **ONE PART OR FIRST PART,**

AND

..... **PAN:**

Aged about : Years; Hindu by religion; Occupation:-

Residing at :-

Hereinafter referred to as **"THE PURCHASERS"** (which expression shall unless the same be repugnant to the context or meaning thereof shall mean and include his/her/their respective heirs, Partners, administrators, successors and assigns) of the **SECOND PART.**

(A) WHEREAS the Vendor herein, is absolute owner and is seized and possessed of and otherwise well and sufficiently entitled to a piece or parcel of non agricultural land bearing Final Plot no. 75 admeasuring about 3820 sq. mtrs. of Town Planning Scheme No. 18 (Kudasan-Randesan-Raysan) and Final Plot no. 152 admesuring about 586 sq.mtrs of Town Planning Scheme No. 2 (Koba-Kudasan) total admesuring about 4406 allotted in lieu of Block No. 128 (old survey no.80) admeasuring 6779 Sq. Mtrs. of Village Raysan, Ta. Gandhinagar in the Registration District and Sub-District of Gandhinagar in the state of Gujarat is more particularly described in the First Schedule hereunder written and shall be hereinafter referred to as "The Said Land" in this Deed of Conveyance.

(A.1)

All that piece and parcel of Unit No..... admeasuring aboutSq. Mtrs. i. e. Sq. Yards of carpet area as per THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT,2016 i.e.Sq. Mtrs. i. e. Sq. Yards of built up area as per approved plan constructed onFloor (Detailed Description of the Property / unit/ unit is described in the Schedule "A" hereunder) of the scheme / Project known as "BUSINESS PARK" which is under construction in the land bearing Final Plot no. 75 admeasuring about 3820 sq. mtrs. of Town Planning Scheme No. 18 (Kudasan-

Randasan-Rayshan) and Final Plot no. 152 admeasuring about 585 sq.mts of Town Planning Scheme No. 2 (Katra-Kudasan) total admeasuring about 4495 allotted in lieu of Block No. 128 (old survey no 80) admeasuring 6779 Sq. Mtrs. of Village Rayshan, In Gandhinagar in the Registration District and Sub District of Gandhinagar in the state of Gujarat (hereinafter referred to as "the said property" or "the said land")

(B) BRIEF HISTORY OF THE PROJECT LAND

Brief history of the said project land bearing Final Plot no. 75, of Town Planning Scheme No. 18 (Kudasan-Randasan-Rayshan) and Final Plot no. 152, of Town Planning Scheme No. 2 (Katra-Kudasan) allotted in lieu of Block No. 128 (old survey no.80).

- 1) That the said Project Land, originally belonged on / or before 1938 to one Vahenlal Becharbhai Patel
- 2) That then thereafter, the said Vahenlal Becharbhai Patel expired on intestate i. e. without making any Will and his real brother named Revabhai alias Revandas Becharbhai Patel was entered into Revenue Record via mutation Entry No. 773 dated 14th November 1938 and the same was certified on 22nd February 1939.
- 3) That then thereafter, in the meantime, the said Revabhai alias Revandas Becharbhai Patel expired intestate i. e. without making any Will on 30th November 1938 leaving behind him the next of kin as per Hindu Law, under which he governs (1) Minor - Sitaben and (2) Minor - Santokben. The said Entry was mutated on the basis of representation and reply made by Bai Ganga, as mother of said minor daughters Sitaben and Santokben vide mutation Entry No. 775 dated 25-10-1939 and same was certified by the concerned Officer on 22-09-1939
- 4) Than then thereafter, the said land was sold and conveyed by Gangaben, widow of Revabhai alias Revandas Becharbhai Patel, as a natural guardian of minor Sitaben and minor Santokben to Kacharabhai Lalubhai Patel at a total consideration of Rs. 94/-.

via Registered Sale Deed dated 15-12-1938 vide mutation Entry no.778 dated 15-02-1939 and the said entry was certified.

- 5) That then thereafter, U/s 3, Sub Section (A) of Tenancy Act read with Taluka Hukam No. T. W. C. dated 27th November 1947, the name of Chhaganbhai Zaverbhai was entered as a secured tenant vide Entry No. 893 dated 18-01-1948 and the same was certified.
- 6) That then thereafter, the said land was declared as TUKADA under Provisions read with Fragmentation & Consolidation of Abolition Act, 1947 vide Entry No. 928 dated 25-10-1951 and the same was certified on 18-04-1952.
- 7) That then thereafter, under the Provisions of the BOMBAY PERSONAL INAM ABOLITION ACT, 1952, The Collector of Ahmedabad vide his Circular No. W. T. N. 4035 dated 28th July 1953 read with TALUKA HUKAM No. W. T. N. 908 dated 2nd February 1955, the said land was entered into KHALSA RAIYATWARI and the effect of INAM was abolished vide Entry No. 1037 dated 19-04-1955 and the same Entry was certified on 13-03-1956.
- 8) That then thereafter, earlier in the year 1948, the name of Chhaganbhai Zaveri was entered as a secured tenant in the Revenue Records of State Rights , the said name was deleted from the record vide Entry No. 1066 dated 18th August 191956 which was certified by concerned Officer on dated 28-04-1957.
- 9) That then thereafter, in the village, Raison, Amalgamation Scheme came into effect and the Settlement Commissioner and Director of Land Record, Gujarat State, Ahmedabad vide No. Kom/Gandhinagar/37 dated 27th June 1966 confirmed the applicability of the Amalgamation Scheme and the same was published on 10th February 1966 in the Gazette of State Government of Gujarat at Page No. 648 and as per the Amalgamation Scheme, and the Survey No. 80 was allotted new Block No. 128 admeasuring about 1 Acre – 27 Gunthas vide mutation Entry No. 1291 dated 05-03-1968 which was certified by concern officer on dated 13-04-1968

- 10) That then thereafter, the said land was mortgaged with Raison Group Mult Purpose Co-Operative Society Limited on 7th August 1969 vide Entry No. 1311 dated 01-12-1969, which was certified by concerned Office on 04-04-1970.
- 11) That then thereafter, repayment of loan taken from Raison Group Mult Purpose Co-Operative Society Limited was done and the Ahmedabad District Co-Operative Bank Limited, Tilak Road Branch, Ahmedabad issued No Due Certificate for the Loan Account No. 53 on 31st July 1973 which was recorded vide Entry No. 1338 dated 05-08-1973, which was certified by the concerned Officer on 8-10-1973.
- 12) That then thereafter, the said Kacharabhai Lallubhai Patel mortgaged the land in question, along with other land and property, with United Commercial Bank and was given loan of Rs. 20,000/-, which was recorded vide mutation Entry No. 1602 dated 04-10-1989 and certified by the concerned Officer on 19-01-1990.
- 13) Thereafter, the said land removed from the head of "TUKDA" as stated by Prant Officer, Gandhinagar, with order no. P.O/JAMIN/TUKADADHARA/VASHI/2159 thi 2237 dated 18-07-1990 vide Mutation Entry No. 1640 dated 07/01/1991 which was certified by concern officer on dated 22-01-1991.
- 14) Thereafter, KACHRABHAI LALLUBHAI PATEL and others repaid the loan to the said United Commercial Bank, Gandhinagar branch. Therefore, the said Bank had released its charge from the revenue records of the said land as stated in Mutation Entry No. 1728 dated 04-07-1995 which was certified by concern officer on dated 08-11-1995.
- 15) Thereafter, KACHARABHAI LALLUBHAI PATEL expired on 24-10-1995. Therefore, names of his legal heirs viz. (1) NAGARBHAI KACHRABHAI PATEL, (2) DHUDIBEN KACHRABHAI PATEL, (3) MANIBEN Wd/o KACHRABHAI PATEL were entered as co-owners in the revenue records of the said land as stated in Mutation Entry No. 1747 dated 15-11-1995 which was certified by concern officer on dated 21-06-1995.

- 16) Thereafter, (1) NAGARBHAI KACHRABHAI PATEL, (2) DHUDIREN KACHRABHAI PATEL, (3) MAHBEN Wd/o KACHRABHAI sold and convey the said land to PATEL RANGCHODDBHAI ABHECHANDDAS by a Sale deed Dated 13-08-1996 Which was registered with the Sub-Registrar, Gandhinagar vide Mutation Entry No. 1801 dated 29-08-1996 which was certified by concern officer on dated 18-10-1996
- 17) Thereafter, PATEL RANGCHODDBHAI ABHECHANDDAS sold and convey the said land to (1) HARISHBHAI PRAHLADBHAI PATEL (Having 86.70 % share) and (2) PATEL RANGCHODDBHAI ABHECHANDDAS (Having 13.30 % share) by a Sale deed Dated 13-12-2007 Which was registered with the Sub-Registrar, Gandhinagar vide registration no. 14966 vide Mutation Entry No. 2471 dated 05-01-2008 which was certified by concern officer on dated 05-04-2008.
- 18) Thereafter, PATEL RANGCHODDBHAI ABHECHANDDAS sold and convey the said land palki his share of 13.30% share to HARISHBHAI PRAHLADBHAI PATEL by a Sale deed Dated 08-02-2008 Which was registered with the Sub-Registrar, Gandhinagar vide registration no. 1906 vide Mutation Entry No. 2485 dated 27-03-2008 which was certified by concern officer on dated 01-07-2008.
- 19) Thereafter, the land admeasuring 4241 Sq.Mtrs. of Final Plot No.75 & 152 of block no.128 was converted into Non Agriculture Use for Residential purpose by the Chitnish to Collector, Gandhinagar vide its Order No. CB/JAMIN/N A/S R 259/10/VASHI 875 TO 890/2011 Dated 17-01-2011 as stated in Mutation Entry No. 2861 dated 27-01-2011 which was certified by concern officer on dated 18-07-2011 thereafter further the entry of Non Agriculture permission was mutated in the revenue record vide no. 2873 dated 05-02-2011 which was also certified by concern authority dated 18-07-2011.
- 20) Thereafter, the land admeasuring 4241 Sq.Mtrs. of Final Plot No.75 & 152 of block no.128 was revised converted into Non Agriculture Use for Commercial purpose by the Chitnish to

Collector, gandhinagar vide its Order No. CB/JAMIN/N.A./S.R.259/10/VASHI.19041 TO 19053/2012 Dated 03-09-2012 as stated in Mutation Entry No. 3091 dated 11-07-2012 which was certified by concern officer on dated 01-01-2013.

- 21) That thereafter, rectification in errors and mistake in the revenue records was carried out as per the Order of District Collector, Gandhinagar vide its Order bearing No. CB/JAMIN/VASHI.11127 TO 11139/2012 dated 20-05-2012 for rectification in area of the said land i.e. 4406sq mtrs. instead of 4241 sq.mtrs, vide mutation entry no. 3143 dated 01-06-2013 which was certified on 09-08-2013.
- 22) Thereafter, HARISHBHAI PRAHLADBHAI PATEL sold and convey the said land of F.P. no. 75 admesuring about 4241 PAIKI 3655 sq mtrs land to M/s SANVIRA REALTY by a Sale deed Dated 21-03-2013 Which was registered with the Sub-Registrar, Gandhinagar vide registration no. 3984 vide Mutation Entry No. 3150 dated 24-06-2013 which was certified by concern officer on dated 30-09-2013.
- 23) Thereafter, HARISHBHAI PRAHLADBHAI PATEL sold and convey the said land of F.P. no. 75 admesuring about 4406 PAIKI 165 sq.mtrs land to M/s SANVIRA REALTY by a Sale deed Dated 19-06-2013 Which was registered with the Sub-Registrar, Gandhinagar vide registration no. 8844 vide Mutation Entry No. 3151 dated 24-06-2013 which was certified by concern officer on dated 30-09-2013.
- (24) Thus the said SANVIRA REALTY became an owner of the scheduled (First scheduled land) and the said first party floated a commercial unit scheme known as "BUSINESS PARK" in the said land.
- (25) Various permissions received for this project / scheme known as "BUSINESS PARK" of commercial units.
- (04) ABOUT PERMISSION(S) related to the said project / scheme.

- (a) Non Agricultural use Permission for commercial use of the project land was given by the District Collator, Gandhinagar vide office order no. CB/jamin/Bi.Khe/Vashi/19041 thi 19053 /2012, Dated.03-09-2012
- (b) GANDHINAGAR URBAN DEVELOPMENT AUTHORITY sanctioned plan for the said scheme with the revised construction permission dated 31-07-2015 mentioned hereinafter

Case No. :
Rajachiththi no. : PRM/RAYSAN/154/05/2014/4174

AND

The PROPOSED VENDOR herein started construction work as per Rajachiththi i.e. permission and as of now the construction work is in progress under such permission(s) and as per sanction plan.

- (c) The structure of the said project is design by Mr. VASANT G. SONI and the same is approved by the GANDHINAGAR URBAN DEVELOPMENT AUTHORITY via Case Number as mentioned herein above.

- (d) FIRE SAFETY :-

THAT the said project is under construction so the Proposed Vendor herein shall apply for the fire safety as and when the stage for the same shall come to this project.

- (e) LIFT LICENSE :-

THAT the said project is under construction so the Proposed Vendor herein shall apply for the license of lift as and when the stage for the same shall come to this project.

- (f) ANY OTHER LICENSE OR PERMISSION(S) :-

THAT the said project is under construction so the proposed vendor herein shall obtain any necessary and mandatory license or permission(s) if any which is in need.

(5) THAT the said Scheme which is under construction by the Vendor is named and known as "BUSINESS PARK".

(F) The Purchasers herein were desirous of having one commercial unit in the said Scheme and they had approached the Vendor and shown their desire to acquire one commercial unit bearing No..... on the Floor of the said scheme known as **BUSINESS PARK**. The Vendor had given to the Purchasers full information / details regarding development of its aforesaid subplot lands, details and information regarding to the said **BUSINESS PARK** Scheme including the titles to the said Land & buildings, approval of plans, drawings, details of FSI (Floor Space Index) and its use by the Vendor on the aforesaid land, details of the rights of the Vendor to use / consume such FSI available on the said land, details of N.A. permission issued by District Collector for residential use and all other permissions and sanctions, granted, / sanctioned / approved, details of all the materials, things, articles etc. used and to be used in the buildings, detailed specifications, quality and quantity of all the materials used and to be used in the scheme, construction details and all other details regarding common properties, amenities and facilities to be provided in the said **BUSINESS PARK**, exclusive and/or common rights of each of the Unit Owner / Holder of the scheme, rights and responsibilities of all unit owners / holders including the Purchasers herein towards all common properties, amenities and facilities to be provided in the scheme etc. and after getting all such minute to minute information / details, material regarding the said Scheme as a whole as well as for the measurement of the said unit from the Vendor and after verifying and causing verification through their sources, all the papers, plans, documents measurement of the unit etc. regarding the said scheme as a whole, the Purchasers herein had been fully satisfied themselves about all such information / details and the Purchasers being fully satisfied in all respects with regard to the right, title interest and authority of the Vendor, the Purchasers had shown their desire to acquire and purchase the unit more

particularly described in the second schedule hereunder in the said BUSINESS PARK and had requested the Vendor to make available said unit for them. And Whereas as a result of negotiations between the Vendor and the Purchasers, the Vendor agreed to sell and transfer the built up area of the said Unit No. is sq.mtrs i.e. sq.yards and purchaser hereby clarify that they have paid a consideration on built up area of the said unit (more particularly described in the second schedule hereunder) of BUSINESS PARK Scheme together with proportionate, undivided and impartible share in or upon the common properties, amenities and facilities provided or to be provided in the BUSINESS PARK Scheme which is developed on the said Land, more particularly described in the First Schedule hereunder written and the particulars of the said Unit are more particularly described in the Second Schedule hereunder written which is herein after referred to as "the said Property" and/or "the said Unit" together with all rights and responsibilities attached to it for common amenities and facilities to and in favor of the Purchasers at a lumpsum price or consideration of Rs...../- (Rupees only) and the Purchasers had agreed to purchase and acquire from the Vendor, the said Unit (built-up area only) free from all encumbrances or charges at the said price or consideration subject to the conditions hereinafter appearing.

- (G) It was also agreed between the Vendor and the Purchasers that, the aforesaid amount / consideration of the said unit does not include the amount of Maintenance deposit and the Purchasers have agreed to give the said amount of maintenance deposit as and when fixed / decided and demanded by the Vendor and/or the Service Society, without any demur or question. The Vendor has completed the construction work of the said residential Blocks and the Purchasers, themselves and also through their own sources, have fully verified and checked each and every details thereof including legality of construction and found the same to their full satisfaction and THEY, the Purchasers after being fully satisfied as stated above, have now requested the Vendor to sell and convey the said unit in their favor for the agreed price or consideration of Rs...../- (Rupees

..... only) to which the Vendor has agreed to do so upon making full payment to it (Vendor) of the said price or consideration of Rs...../- (Rupees only)

NOW THIS INDENTURE WITNESSETH THAT

- (1) In consideration of the aforesaid agreement and in further consideration of a sum of Rs...../- (Rupees only) paid by the Purchasers to the Vendor on or before the execution of these presents (the payment and receipt of which sums the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof doth for ever acquit, release and discharge the Purchasers), the Vendor doth hereby grant, sell, assign, release, convey and assure unto the Purchasers for ever free from all or any encumbrances or charges ALL THAT premises being UNIT No. admeasuring the built up area is sq.mtrs i.e. sq.yards and super built up area of the said unit is sq. mtrs i.e. sq. yard and purchaser hereby clarify that they have paid a consideration on built up area on the Floor of Block No. of the said **BUSINESS PARK** Scheme (more particularly described in the Second Schedule hereunder written) which is constructed on the said Land belonging to the Vendor and more particularly described in the First Schedule hereunder written, together with proportionate impartible and undivided rights in common areas, common facilities and amenities provided or to be provided in the said **BUSINESS PARK** Scheme (except the rights specifically permitted / given to other unit holder/s) and together also with rights of passage and right of way for the purpose of enjoyment of the said unit, so conveyed to the Purchasers and use common amenities like lifts, passages, stairs etc. provided in the project and together also with all paths, passages, water courses, sewer, ditches, drains, lights, electric and telephone cables, easement rights, privileges, advantages, members and appurtenances whatsoever to the said property belonging to the Vendor or in anywise appertaining to or with the same or any part thereof now or at any time hereto fore usually held, occupied, or enjoyed or reputed or known as part or member thereof or be appurtenant thereto together also with proportionate and undivided share in or upon all

the estate, right, title, interest, use, possession, benefit both at law and equity of the Vendor in to, out of or upon the said property and together also with copies of all the deeds, documents, writings, vouchers and other evidences of rights title, relating to the said property or any part thereof in the custody of the Vendor, originals of such deeds, documents and papers are with the Vendor and true copies thereof are given to Purchasers. TO HAVE AND TO HOLD the said Unit or any part thereof hereby exclusively granted, sold, conveyed, released and assured or intended so to be with their and every of their rights, titles, members and appurtenants unto and to the use and benefit of the Purchasers forever and with an intent that the Purchasers shall be entitled to the use and enjoyment of the same forever. Further, proportionate, undivided and impartible share in or upon the said Land (in proportion of an area of construction of the said Unit) shall be considered to be or to the extent ofSq. Mtrs. The Purchasers shall have to pay of all rents, taxes, assessments, rates and duties now chargeable upon the same or which may from date of these presents become payable in respect thereof to the State of Gujarat, GUDA and/or any other local body or bodies (the Vendor to pay all such liabilities as are agreed upon regarding the said Unit prior to the date of execution of these presents.)

- (2) And the Vendor themselves and their Partners, executors, successors and assigns covenant with the Purchasers that notwithstanding any act, deed, matter or things whatsoever done by the said Vendor or by any other person or persons lawfully or equitably claiming by from through under or in trust for the Vendor made done committed or omitted or knowingly suffered to the contrary they the Vendor now hath for themselves good right, full power and absolute authority to grant, sell, convey, release and assure the said Unit hereby granted, sold, conveyed, released or assured or intended so to be UNTO and to the use of the Purchasers in the manner aforesaid subject however to the observance of discipline, rules and regulation framed or to be framed from time to time, for usage and maintenance of common properties, amenities and facilities in the said BUSINESS PARK Scheme / Complex and further subject however to the condition that the Purchasers shall become member of a Service Society, which is formed or which may be hereafter formed for the maintenance and

up keep of the said BUSINESS PARK Scheme / Complex and common amenities and facilities provided or to be provided therein. AND the Purchasers shall and may at all times peacefully and quietly enter upon, occupy, possess and enjoy the said Unit together with privileges and benefits of the said Unit to receive the rents, issues, profits and benefits thereof and of every part thereof to and for their own use and benefits without any suit, eviction, interruption, claim or demand whatsoever from or by the Vendor, their partners, executors, successors or assigns or any person or persons lawfully or equitably claiming or to claim by from under or in trust for them AND FURTHER THAT the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, documents and assurances in the law whatsoever for the better and more perfectly assuring the said Unit and premises and every part thereof unto and to the use of the Purchasers, their successors in title and assign as shall or may be reasonably required by the Purchasers, their successors and assigns or their counsel in law in the manner aforesaid.

- (3) The Vendor doth hereby assures the Purchasers that the construction work of the said building is carried out as per plans approved by GUDA and Building Use Permission in respect thereof shall be obtained in due course of time. Further, the Purchasers have also agreed to give their full co-operation for obtaining such permission and they shall give them necessary signatures etc. if needed for the purpose.
- (4) The Purchasers have further confirmed that, before execution of these presents by the Vendor in favor of the Purchasers THEY the Purchasers have thoroughly read these presents i.e. the said conveyance deed and they had fully understood each and every details and contents thereof. The Purchasers have fully agreed and consented with each and every details and contents of this deed of conveyance and only thereafter and upon their request, the Vendor has executed these presents.
 - (4.1) The Purchasers shall keep the said Unit fully insured and shall use and occupy the same at their own risk and responsibility. The

Vendor doth hereby further covenant with the Purchasers that the Vendor has not done, omitted, knowingly or willingly suffered or been party or privy to any act, deed, matter or thing whereby they are prevented from selling, granting and assuring the said Unit in the manner aforesaid or where by the same or any part thereof are/is, can or may be charged or encumbered or prejudicially affect in estate, title.

(5) Both the Parties of this Deed of Conveyance hereby declare, agree, record the following inter-say and publicly as follows:

(5.1) The Vendor doth hereby declare and record that the said Unit is free from all or any mortgages, charges, lien, tenancy, lease, encumbrance or any other right, title and interest of any third party and that the Vendor has not created or allowed to be created and/or allowed to subsist any such right, mortgages, charge, lien, tenancy, encumbrances or any other right, title and Interest whatsoever of any person and that the said Unit is free from any attachment, acquisition or requisition.

(5.2) It is agreed by and between the Vendor and the Purchasers and the Purchasers have agreed and confirmed that the Purchasers shall have the exclusive right only for the use of the said unit sold to them for commercial use only in accordance with the terms of this deed and they will have no right of interference with any other portions and parts of the said BUSINESS PARK save and except that, the Purchasers shall use and enjoy in common with others, all the common amenities and facilities provided in the said BUSINESS PARK. Further, it is agreed by and between the Purchasers and Vendor and also agreed and confirmed by the Purchasers that, they do not have any right of whatsoever nature on the rights of Vendor to use and/or consume FSI (Floor Space Index), balance FSI, Adil. FSI either available or purchased, in respect of the aforementioned land of the Vendor and such rights are exclusively with the Vendor only which the Vendor can use and/or consume on any part / portion of its aforementioned land.

The Purchasers have also agreed that they have no right to interfere and/or to object / obstruct in any manner whatsoever, in such exclusive rights of the Vendor. The Purchasers have also agreed and confirmed that the Vendor is also entitled to alter the plans, revised plans, elevations, specifications, height, width, number of floors etc. in the said BUSINESS PARK Project at any time and in any manner it thinks fit and proper with due sanctions and without affecting the said Unit sold to the Purchasers. The Vendor shall always have the right to add, demolish, construct further storey or any structures or make any additions, alterations to the building or any portion thereof at any time before or after the completing of constructions as may be found necessary and expedient by the Vendor. It is also clearly understood by the purchaser that the construction work for the said scheme is in progress and with multiple request of the purchaser the vendor herein executed this present sale deed and the actual possession will handed over to purchaser with separate possession letter after obtaining Building Use Permission.

- (5.3) Purchasers have further agreed and confirmed that the Purchasers shall have no right to use, affix or exhibit any name plates or any writings or any sign boards at the external face of the building.
- (5.4) The Purchaser will use the said property peacefully and only for commercial purpose and shall not use the said property which may create any nuisance, annoyance, hurdle, harming or create injury to any one or to the other Member of the Scheme.
- (5.5) The Purchaser has already got water connection for the said property from the bore / water tank of the Scheme, but if the Purchaser wants to get Narmada or local govt./semi govt. body water connection or the Purchaser if wants to get connected for gas connection (only for the limited use of tea and coffee or any beverages for the client, guest limitedly for his office but shall not be in commercial way) then, the Purchaser can get connected for the same at his/her/ their cost subject to repair and resurface and proper maintenance the land, road, wall, flooring etc. after getting

connection and before utilizing the same at his/her/ their cost subject to repair and resurface the land, road etc. after getting connection.

- (5.6) The Purchasers have also further agreed and confirmed that by virtue of and under this deed, the Purchasers have become the owner and occupier only of the said Unit which is more particularly described in the Second Schedule hereunder written. The Purchasers have further agreed and confirmed that all the facilities, amenities, passages, stairs, lift, underground and over head water tanks, water bore, common walls, compound walls, gates, open ground, parking space, basement area, common electrifications and all such items and facilities etc. provided in the said BUSINESS PARK shall be used by the Purchasers in common with other unit holders in the said BUSINESS PARK. The Purchasers shall not ask or demand for any specific / exclusive rights on or over any such common facility, amenity and/or property.
- (5.7) Upon execution of this transfer / conveyance deed, the right of the Purchasers shall be limited to the use and ownership and right to transfer and alienation of the Unit specifically sold to them under this transfer / conveyance deed together with rights in common places shall remain in the physical possession and control of the Vendor or their nominee or the service society (the said service society shall form in future for the said scheme) alone. The Purchasers shall not have any right to cause any hindrance or raise any claim on this account.
- (5.8) The Purchasers have agreed that they shall keep the said property in good condition and shall keep the sewers, water lines, drainage lines / connections, electrifications / lines, walls and other belongings in good and tenable condition. The Purchasers shall use the said Unit only for residential use and for no other purpose. Further, the Purchasers shall not act and/or do anything, which may cause damage to the common properties and common amenities in the BUSINESS PARK. Further, the Purchasers shall

use and occupy the said Unit in such manner that, it will not cause any obstruction to the other unit holders and shall not cause any nuisance, damage and/or loss of any kind whatsoever to the properties of the other unit owners and the Purchasers only shall be responsible for all such damages / losses if the same are caused due to any act of the Purchasers.

- (5.9) The Purchaser have further agreed that he will not give the unit on lease, rent or sale to any Garages, any other firm related to Repairing work of vehicles, any of the non-vegetarian restaurants etc.
- (5.10) The Purchaser have further agreed that in the passage near of his/her/their units are not to be used for their personal facilities, they cannot put the shades on outside of their units.
- (5.11) The Purchaser here further agreed that the lift(s) of the said project cannot be used for sifting the materials or machines, if it will be done and any damage is caused to the lift or its accessories, a heavy penalty shall be levied on the defaulter, which he will have to pay within the intimated days/period.
- (5.12) The Purchasers have further agreed and confirmed that, they are aware of the fact that, the Vendor has used all the materials, articles, goods etc. of very good quality and standard, however due to changes in weather / temperature or due to rain / heat, the wooden frames of doors / materials used in the Unit may be swollen and the Purchasers may face some hardship or difficulty due to this. The Purchasers have also agreed that, sometimes, there may be some rusting on metal stoppers, grilles etc. and these all can happen due to changes in whether / temperature and/or humidity and the Purchasers shall not be entitled to claim and recover any damages from the Vendor on such account. The Purchasers are also aware that, leakage of water is likely to happen due to the reasons not connected with the construction. The Purchasers have fully understood all these and have agreed not to claim from the Vendor or the Service Society any such damage that might be caused in their unit, due to any leakage or other problems as aforesaid.

- (5.13) The Purchasers shall have to allow and permit the Vendor and/or management of the Society and their employee, servants, contractors, workmen etc. to enter in to the unit sold to them, for the purpose of any type of repairs, renovations, replacement, testing etc. of any part / portion of the building structures, all types of wires, cables, lines, pipes, gutters and other belongings.
- (5.14) The Purchasers shall not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Scheme including common areas etc. except in the garbage bin provided for.
- (5.15) That Purchasers shall not change the structure or elevation of the said property, entire building, common area and the compounds etc. in any manner (the word in any manner is not limited to the extent that the Purchaser shall not carry out fabrication, temporary or permanent construction of any kind and from any materials as well as shall not cover any open space like Foyer, Staircase and Balcony or Terrace if it is open as per the sanctioned Plan). That Purchaser shall not allow to any change in common bore, common wall, common pipe line, drainage line, water tank(s), lift(s), foyer, stair(s), common light(s) or any other common facilities or amenities which may damage to others or neighbor unit holders. If they do any act cause to damage then the purchaser would be only and fully responsible for that as well as the Purchaser shall only be liable for any punishment and liabilities mentioned in prevailing law, act or any provision thereof and legal or Central Government Resolutions, Gazettes, etc.
- (5.16) The purchaser shall not sell or resell or transfer the ownership or the possession of the said property without getting prior no-objection certificate from the service society / maintenance mandal / association.
- (5.17) The Purchasers shall not to discharge into any conducting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or

substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting medial or drainage of the said Scheme.

- (5.18) The Purchasers shall not to keep or store in the said unit any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive or which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise save as may be normal and compatible with good class Residential Scheme.
- (5.19) That the Purchaser and other Unit Holders of this Business Park Scheme shall not hold Promoter i. e. Vendor herein responsible or liable for anything, accident or cause(s) which is / are beyond the control of Developer in case if anything happens for such reasons and if construction of the Scheme damaged(es) or any accident took place for any of the reasons such are likely to be earthquake, flood, war, communal riots, riots, civil war, fire, land sliding for any reasons, improper use of the Scheme, unauthorized construction(s) (temporary / permanent fabrication, T girder, etc) by Member(s) of the Scheme.
- (5.20) That the Purchaser herein has to get his/her/their/it name mutated procedures at their own cost and risk in Government records like, Gram Panchayat, Nagar Panchayat, Nagar Palika, Municipal Bureau, Municipal Corporation, GEB, VGVCL, Service Society, Revenue Department or any other concerned Departments.
- (6) The Purchasers have confirmed that they are aware of the fact that the Vendor is also selling or would sell other units, space, rights in the said BUSINESS PARK to other persons and the Purchasers would have no objection to that.
- (7) The Purchasers have further agreed and confirmed that they shall not ask or demand for partition of their undivided, proportionate and impartible

rights in or upon common properties, facilities and amenities in the said BUSINESS PARK.

- (8) The Purchasers have further agreed and confirmed that they shall have to become member of a service society which is formed for the purpose of maintenance and up keep of said BUSINESS PARK Complex. All the terms, rules regulation and bye laws from time to time thereof shall always remain binding upon the Purchasers. Further, the Purchasers have also agreed to give of maintenance deposit as may be fixed and asked by the Vendor and/or by the society formed. The Purchasers will not be entitled to transfer and/or assign the said unit sold to them under these presents, without the prior written permission of the Managing Body / Committee of the Society and the Purchasers shall have to pay all the unpaid dues to the Society before making application for obtaining permission of the Society for such transfer. Before the permission for transfer is granted, the Purchasers shall have to pay amount of transfer and/or other charges as may be fixed from time to time by the Society.
- (9) That this is agreed between the parties that; both the parties were entered into an agreement for sale dated for the said unit / unit with certain terms , conditions ,clarifications and obligations and the purchaser herein agreed and covenant that the vendor fulfilled all terms , conditions and obligations which is required to be perform by the vendor herein as mentioned in the said agreement now it is only role of the purchaser to obey all rules, regulation(s) and conditions as prescribed in that agreement for sale. It is also understood between the parties that the purchaser herein shall transfer the said unit to anyone with same clarification and obligations only.
- (10) IT is agreed and confirmed by and between the parties hereto that the Purchasers shall bear expenses of stamp duty, registration fees, drafting charges, any government or semi government taxes/charges and incidental expenses in respect of the aforesaid sale.

IN WITNESS WHEREOF the Vendor has set its seals and hands hereto on the day month and the year first hereinabove written and in the manner hereinafter appearing.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Land)

ALL that piece or parcel of non agricultural land bearing Final Plot no. 75 admeasuring about 3820 sq. mtrs. of Town Planning Scheme No. 18 (Kudasan-Randesan-Raysan) and Final Plot no. 152 admeasuring about 586 sq.mtrs of Town Planning Scheme No. 2 (Koba-Kudasan) total admeasuring about 4406 allotted in lieu of Block No. 128 (old survey no.80) admeasuring 6779 Sq. Mtrs. of Village Raysan, Ta. Gandhinagar District Gandhinagar in the state of Gujarat is bounded as follows :

On the East by :
On the West by :
On the North by :
On the South by :

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of UNIT conveyed to Purchasers under these presents)

All that piece and parcel of Unit No..... admeasuring aboutSq. Mtrs of carpet area as per THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT,2016 i.e.Sq. Mtrs of built up area as per approved plan constructed onFloor (Detailed Description of the Property / unit/ unit is described in the Schedule "A" hereunder) of the scheme / Project known as "BUSINESS PARK" which is under construction in the land bearing Final Plot no. 75 admeasuring about 3820 sq. mtrs. of Town Planning Scheme No. 18 (Kudasan-Randesan-Raysan) and Final Plot no. 152 admeasuring about

586 sq.mtrs of Town Planning Scheme No. 2 (Koba-Kudasan) total admeasuring about 4406 allotted in lieu of Block No. 128 (old survey no 80) admeasuring 6779 Sq. Mtrs. of Village Raysan, Ta. Gandhinagar District Gandhinagar in the state of Gujarat and the same bounded as follows :-

On the East by :
On the West by :
On the North by :
On the South by :.

We both the parties herein of the said sale deed hereby declare that we executed the said sale deed with full and free consent without any pressure or burden and after full understanding and clarification from respective advisors and experts.

SIGNED SEALED AND DELIVERED
by the within named **SANVIRA
REALTY** A Partnership Firm by and
through its Administrative Partner
and through their Power of Attorney
Holder

.....

In the presence of :-

1. _____

2. _____

RECEIVED of and from the within named Purchaser
..... a sum of Rs...../- (Rupees
..... only) being paid by cheque/cash as follows:-

No.	Amount (In Rupees)	Cheque No./Cash	Bank Name	Branch	Date
Sale Price i.e. Basic Price	Rs...../- (Rupees only)				

I said I have handed over all Cheques :-

We said we have received all cheques
SANVIRA REALTY
through its Partners through
their Power of Attorney Holder
.....

Note :- Receipt of all the cheques is subject to realization.

Postal Address of Property : Unit No. Floor,

BUSINESS PARK, RAYSAN, GANDHINAGAR

VENDOR

PURCHASERS

Postal Address of Property : Unit No. Floor,

BUSINESS PARK, RAYSAN, GANDHINAGAR

VENDOR

PURCHASERS