

DEED OF CONVEYANCE

THIS INDENTURE made at Gandhinagar this _____ day of _____, 2020 by and between:

OMNIUM INFRACON PAN: AAHFO0339H.

A Partnership Firm, duly registered under The Partnership Act, 1932, having its Office at A-202, Shaligram Plush, Nr. Sangini Bungalows, Bh. Sindhu Bhavan, Thaltej, Ahmedabad.

Hereinafter referred to as “**THE VENDOR**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said firm and its partners for the time being and from time to time and their and each of their respective heirs, executors, administrators and as the case may be its successors and assigns) of the **ONE PART**.

AND

..... PAN :
.....
AADHAR NO :
Aged about years, Hindu by religion, Occupation:-
Residing at :-
.....

Hereinafter referred to as “**THE PURCHASER**” (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include (in case of individual) his heirs, legal representatives, executors and successors, (in case of HUF) its members as at present and from time to time, and their respective heirs, executors and successors, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner, (in case of Company or Corporation) its successors and assigns) of the **OTHER PART**.

WHEREAS

The Vendor, herein is seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT piece or parcel of Non Agricultural land bearing Sub-Plot No. 1 admeasuring about 3224.70 Sq.mts.** of Final Plot No. 11/2 total admeasuring about 6616 Sq.mts. (The said Final Plot No. 11/2 is allotted in lieu of Block/Survey No. 11/4 admeasuring about 11027 Sq.mts.) of T.P. Scheme No. 241 (Nana Chiloda) situated, lying and being at Mouje-Chiloda(Naroda) Taluka/Dist – Gandhinagar and more particularly

described in the **First Schedule** hereunder written and hereinafter referred to as “the Project Land”.

Brief History of the Project Land:-

- (1) That appears from the revenue records that land bearing Survey No.11/4 admeasuring 11027 sq.meters was belonging to Dahyaji Bhaiji Thakor since prior to the year 1948.
- (2) That said Dahyaji Bhaiji entered by T.N.C. proceedings, Dy. Collector Daskroi developed by T.N.C. No.05/08/1962 with the sale consideration of Rs.1600/- to pay to Mr.Budhalal Nathalal, Dahyaji Bhaiji entered in the revenue record vide entry No.1089 dated 30/07/1963.
- (3) That as per order of Mamlatdar & Krushi Panch Gandhinagar dated 14/12/1967 under the Pratibandhit Satta Prakar. Hence according to land bearing Survey No.11/4 admeasuring about 11027 sq.meters the said effect is made in revenue record vide entry No.1235 dated 25/11/1967.
- (4) The said Dahyaji Bhaiji Thakor died intestate on or about 30/01/1970 hence name of his heirs (1) Bhalabhai Dahyaji, (2) Vajubhai Dahyaji, (3) Kanabhai Dahyaji, (4) Ravjibhai Dahyaji, (5) Shantaben Dahyaji, (6) Raijiben Dahyaji were entered in the revenue record mutual entry to the said effects was made in the revenue record vide entry No.1333 dated 22/04/1970.
- (5) That said Shantaben Dahyaji and Raijiben Dahyaji released her right from the revenue record of land of Survey No.11/4 and others (seven) in favour of (1) Bhalaji Dahyaji, (2) Vajuji Dahyaji, (3) Kalabhai Dahyaji, (4) Ramjibhai Dahyaji. Hence her name was deleted from the revenue record vide entry No.1334 dated 14/12/1970.
- (6) That said Bhalaji Dahyaji Thakor died intestate on or about before six months, hence names of his heirs (1) Keshaji Bhalaji, (2) Jasubhai Bhalaji, (3) Bhikhiben Bhalaji were entered in the revenue record vide Entry No.2242 dated 05/04/2003.
- (7) That said Ravjibhai Dahyaji Thakor died intestate on or about 16/12/1987. Hence names of his heirs (1) Dhuliben Wd/o. Ravjibhai Dahyaji, (2) Maghiben D/o. Ravjibhai Dahyaji were entered in the revenue record vide Entry No.2666 dated 11/05/2007.
- (8) That said Jasuji Bhalaji gave application to the District Collector, Gandhinagar therefore Dist. Collector ordered case No.SB/Ganot/Vashi-6015 to 6620/2008 dated 05/11/2008. Hence the order of District Collector in revenue record vide entry No.2242 dated 15/11/2008.
- (9) The said owners (1) Kesuji Bhalaji, (2) Jasuji Bhalaji, (3) Bhikhiben Bhalaji, (4) Vajuji Dahyaji Thakor, (5) Kaluji Dahyaji Thakor, (6) Dhuliben W/o. Ravjibhai Dahyaji, (7) Maghiben D/o. Ravjibhai Dahyaji sold and conveyed said land bearing Survey No.11/4

Account No.40 admeasuring about 11027 sq.meters (given in lieu of land Survey No.11/4 admeasuring about 11027 sq.meters) to Odhavjibhai Ramjibhai Savani vide Sale Deed dated 02/01/2009, registered before the Sub-Registrar of Gandhinagar at Sr.No.47 dated 02/01/2009. Mutation entry to the said effect is made in the revenue records vide Entry No.2660 dated 06/01/2009 which is certified on 22/04/2009.

- (10)** The Restricted Authority Type / New Tenure into residential purpose use permission for residential use of land for Final Plot No.11/2 (given in lieu of land of Survey No.11/4) totally admeasuring about 6614 sq.meters is granted by Collector, Gandhinagar vide its order bearing No.CB/Ganot/Vashi-2881 to 2888/2010 dated 05/05/2010. Mutation entry to the said effect is made in the revenue record vide Entry No.3392 dated 09/06/2010.
- (11)** That said appellant Kamlesh Punjaji Thakor S/o. Late Chanduben D/o.Dahyaji Bhaiji filed RTS Appeal Case No.37/2013 before the Court of Deputy Collector, Gandhinagar vide its order bearing No.Da.Su/RTS/Appeal/SR/No.37/2013 dated 22/11/2016 rejected the said appeal.
- (12)** That time limit to get N.A. use permission with condition granted by Collector Gandhinagar vide its order bearing No.CB/Ganot/Vashi/7678 to 7685/2018 dated 29/09/2018 and increase the limit of 6 months under Sec-43 of Ganot Dhara. Mutation Entry to the said effect is made in the revenue record vide Entry No.5390 dated 11/10/2018.
- (13)** That N.A. use permission for multipurpose use for land of Survey No.11/4, T.P.Scheme No.241, F.P.No.11/2 admeasuring 6614 sq.meters (given in lieu of land of Survey No.11/4) granted by Collector, Gandhinagar vide its order bearing No.CB/NA/Gandhinagar/ Chiloda (N) /4/4/995435/2018 dated 27/11/2018. Mutation entry to the said effect is made in the revenue record vide Entry No.5390 dated 11/10/2018.
- (14)** That thereafter, the Ahmedabad Urban Development Authority (AUDA) has issued a Permission and approved plans on 18/09/2020 vide Raja Chitthi No./Case No. IFP Enagar Application No. 1114BDP20210021 (ODPS Application Id No. ODPS/2020/010866) for subdivision of Final PLOT No. 11/2 and As per the said Raja Chitthi, the Final PLOT No. 11/2 admeasuring about 6616 Sq.mts. was divided into 2 (Two) Sub-Plots i.e. (1) Sub-Plot No. 1 admeasuring about 3224.70 Sq.mts. and (2) Sub-Plot No. 2 admeasuring about 3391.30 Sq.mts.
- (15)** That thereafter, the Ahmedabad Urban Development Authority (AUDA) has issued a Development Permission and approved plans on 27/10/2020 vide Raja Chitthi No. IFP No/E-nagar: JSK/07/2020/0076 in Case No. PRM/80/7/2020/325 for construction on Land of Sub-Plot No. 2 admeasuring about 3391.30 Sq.mts.

- (16) That thereafter the said owners Mr. Odhavjibhai Ramjibhai Savani sold and conveyed said N.A. land bearing Sub Plot No. 2 admeasuring about 3391.30 Sq.mtrs. to **Omnium Infracon** a Partnership firm (**The Vendor** herein) wide sale deed dated : 9/11/2020, registered before Sub-Registrar of Gandhinagar at Sr. No. 23150 dated : 9/11/2020. Mutation entry to the said effect is made in the revenue records vide Entry No. 5986 dated: 19/12/2020 which is certified on 01/01/2021.
- (17) That thereafter effect of mutation entry 6022 dated: 08/01/2021 according the correction order wide no. mam/e-dhara/su.hu./s.r.16/vashi.09/2021 dated: 06/01/2021 of Mamlatdar, Gandhinagar is made and is certified on 15/03/2021.
- (18) The Restricted Authority Type / New Tenure into Non Agricultural purpose permission for multi purpose use of land for 2.0 sq.meters land area of Final Plot No. 11/2 (given in lieu of land of Survey No.11/4) totally admeasuring about 6616 sq.meters is granted by Collector, Gandhinagar vide its order bearing No. 2641/06/03/071/2021 dated 14/12/2021. Mutation entry to the said effect is made in the revenue record vide Entry No.6126 dated 14/12/2021 and is certified on 27/01/2022.
- (19) That N.A. use permission for multipurpose use for land admeasuring 2.0 sq.meters land area of F.P. No. 11/2 totally admeasuring 6616 sq.meters, T.P. Scheme No. 241 (given in lieu of land of Survey No.11/4) granted by Collector, Gandhinagar vide its order bearing No.2507/06/03/071/2021 dated 20/12/2022. Mutation entry to the said effect is made in the revenue record vide Entry No. 6131 dated 20/12/2021. Hence wide entry no. 5445 and 6131, the N.A. use permission for multipurpose use for land of F.P.No. 11/2 totally admeasuring 6616 sq.meters (given in lieu of land of Survey No.11/4 admeasuring 11027 sq. meters.) in T.P .Scheme No. 241 are certified.
- (20) That thereafter the said owners Mr. Odhavjibhai Ramjibhai Savani sold and conveyed said N.A. land bearing **Sub Plot No. 1** admeasuring about **3224.70 Sq.mtrs.** (herein written and herein referred to as "**the Project Land**") to **Omnium Infracon** a Partnership firm (**The Vendor** herein) wide sale deed dated : 21/02/2022, registered before Sub-Registrar of Gandhinagar at Sr. No. 7007. Mutation entry to the said effect is made in the revenue records vide Entry No. 6152 dated: 08/03/2022.
- (21) That thereafter, the Ahmedabad Municipal Corporation (AMC) has issued the Development Permission and approved plans on 27/03/2022 vide Raja Chitthi No. 06039/270122/A5625/R0/M1 in Case No. BLNTS/NZ/270122/CGDCRV/A5625/R0/M1 and Raja

Chitthi No. 06040/270122/A5626/R0/M1 in Case No. BLNTI/NZ/270122/CGDCRV/A5626/R0/M1 for construction on the Project Land of Sub-Plot No. 1 admeasuring about 3224.70 Sq.mts.

AND WHEREAS in accordance with the approved plans on the said project land duly approved by Ahmedabad Urban Development Authority (AUDA)/Ahmedabad Municipal Corporation (AMC), the Vendor has constructed a building/scheme known as **"OMNIUM ROYAL II"** (here in after referred to as the said projects/ scheme/ building) and accordingly the said building/scheme consists of commercial and residential units along with Parking, and other amenities and facilities to be provided for the beneficial enjoyment of all the Purchasers in the said Scheme.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with the Real Estate Regulatory Authority at Gandhinagar under no. _____ dated _____.

AND WHEREAS the Construction of said Building/Scheme is in Progress/ completed in all respects and necessary Building Use Permission has been Pending/issued by the Ahmedabad Urban Development Authority (AUDA)/Ahmedabad Municipal Corporation (AMC) bearing No. _____ dated _____.

AND WHEREAS the Vendor has assured that the title to the said land together with the said Building is clear, marketable and free from reasonable doubts, which has been duly accepted by the Purchaser.

AND WHEREAS the Vendor has/had agreed to sell proportionate undivided share to the extent of _____ Sq.mts. in the said project Land together with constructed property being Unit No. _____ admeasuring _____ Sq.mts. (Carpet area), _____ Sq.mts. of Wash Area and _____ Sq.mts. of Balcony total admeasuring about _____ Sq.mts. on _____ Floor of the said Scheme/Building known as **"OMNIUM ROYAL II"** (the said constructed property is hereinafter referred to as "the said unit") more particularly described in the **SECOND SCHEDULE** hereunder written together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Scheme/Building to be used in common with other Purchasers of the said Scheme/Building therein which common amenities and facilities are more particularly described in the **THIRD SCHEDULE** hereunder written (the said proportionate undivided share in the said Land, the said Unit and Common Amenities and facilities provided in the said Scheme/Building shall hereinafter be collectively referred to as **"the said Property"**) to the Purchaser and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration of Rs. _____/- (Rupees

_____) Only), which total price/consideration includes the proportionate price of the undivided share in the said land, and common assets and right to use the common areas and facilities provided in the said Scheme.

The above said total price/consideration amount for the said Unit agreed to be sold hereunder has been decided on the basis of carpet areas (as defined in Section 2(k) of the RERA Act) of the said unit which have been calculated from the unfinished surfaces which the Purchaser hereby understood and agrees and confirms and shall not raise any dispute in future.

AND WHEREAS the Vendor and Purchaser had entered into an **AGREEMENT FOR SALE** dated _____ with respect to the said Property which Agreement for Sale was executed by and between the parties hereto and duly registered with the office of the Sub-Registrar Gandhinagar on _____ under Serial No. _____ on the terms and conditions agreed upon by the Parties hereto and which is valid and subsisting.

AND WHEREAS the Purchaser has perused, studied and explained to himself/herself/itself the papers, writings, permission and approvals of the authorities, sanctioned plans and specifications of the said Project Scheme, certificate and report on title of the Said Land, and has satisfied himself/herself/itself completely in all respects and shall not be entitled to raise any disputes or further requisitions whatsoever in this regard.

AND WHEREAS the Purchaser with full notice of terms, provision, covenants and conditions herein and after recited has now requested the Vendor to execute a Deed of Conveyance of the said Unit in his/her/their/its favor in the manner as if hereinafter appearing to which the Vendor have agreed.

AND WHEREAS the Vendor has also agreed as the case may be shall be entitled to sell proportionate undivided share in the said Land along with the remaining constructed property with Common Assets in proportion with right to use the common amenities and facilities provided in the said Scheme/Building and to be used in common with other Purchaser/s as mentioned herein by Deed of Conveyance also similar to these presents.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the sum of Rs. _____/- (Rupees _____ Only) paid by the Purchaser to the Vendor as per the memorandum of consideration mentioned in **Annexure A** hereto (The receipt of the said sum of Rs. _____/- [Rupees _____ Only] the VENDOR doth hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge the said Purchaser). the

Vendor doth hereby grants, sells, assigns, releases, conveys and assures unto the said Purchaser forever the said property AND ALSO together with all the deeds, documents, writings and other evidences of title relating to the said property or any part thereof and all the estate, rights, title, interest, use, inheritance, possession, benefits, claims and demands whatsoever, at law and in equity of the Vendor into, out of, or upon the said property or any part thereof, TO HAVE and TO HOLD ALL and singular the said property hereby granted, released, conveyed and assured unto and to the use and benefit of the said Purchaser absolutely forever with the right to occupy and enjoy the same as owner thereof SUBJECT TO the payment of all rates, taxes, assessments, due and duties and other outgoings now chargeable upon the same or hereafter to become payable to the Government of Gujarat, Revenue Authority or any other local body or authority in respect thereof AND the said Vendor do hereby covenants with the Purchaser, that notwithstanding any acts, deeds, matters or things whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for it, made, done, committed, omitted or executed knowingly or willingly suffered to the contrary, it the Vendor now has in itself good right, full power, and absolute authority to grant, release, convey, assign and assure the said property hereby granted, released, conveyed or assured or intended or expressed to be UNTO and to the use of the said Purchaser in the manner aforesaid AND that it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with it appurtenance and receive the rents, issues and profits thereof and of every part thereof to and for his/her/its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor will and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND further that the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property hereby granted or any part thereof, by, from, under or in trust for the Vendor shall and will at all times hereinafter at the request and at the cost of the Purchaser do execute or cause to be done and executed all such further and other lawful acts, deeds, things, matters, conveyance and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting and assuring the said property and every part thereof hereby granted UNTO and to the use of Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser or its counsel at law.

THAT the Vendor declares that the said property is its absolute property and further declare that the said property is in its exclusive undisturbed, actual and physical possession and ownership and the same or part thereof is not in possession of any person, body or authority either as lessee/tenant or otherwise and the same is not sold, mortgaged, charged or leased/rented or dealt with in any manner whatsoever by it.

THAT the Vendor hereby declares that the Vendor have not received any notice under the Land Acquisition or Requisition Act, The Municipal Corporations Act, The Gujarat Town Planning and Urban Development Act, Epidemic Diseases Act, Defence of India Act, Income Tax Act, 1961, Gujarat Public Moneys (Recovery of Dues) Act, Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, The Bombay Land Revenue Code or any other statutory Enactment or other public body or authority for further requisition or acquisition or reservation or set back or Road line or attachment of the said property or part thereof for the said purpose or for any other purpose of whatsoever nature and the Vendor has not committed any breach thereof and the terms and condition as also rules and regulations under and by virtue of which the said property has been acquired by the Vendor.

THAT the Vendor hereby declares that all the taxes, cesses, charges and other outgoings payable to the Revenue Authority, Local Authority and payable by the Vendor in respect of the said property have been paid in full as per demands raised by the said Authorities and as agreed the Vendor will have to pay the arrears if any, found due and payable by the Vendor to the said Authorities and the same henceforth shall be paid by the Purchaser to the said Authorities etc.

THAT the Vendor declares that no attachment under any legal judgment is levied on the said property and further that the Vendor has not been restrained by any court of Law or authority for transferring or alienating the said property in any manner of whatsoever nature either under interim injunction or otherwise.

THAT simultaneous with Execution of this Deed of Conveyance the Vendor has handed over the actual, physical and vacant possession of the said constructed Unit complete in all respects as prescribed in present CGDCR to the purchaser which the purchaser has accepted and acknowledges the delivery of it in good and proper condition and has taken the possession as an absolute owner free from all encumbrances as also said Common Assets as co-owner and possessor thereof along with other Purchasers. The Purchaser hereby unconditionally confirms and agrees that the Purchaser has taken due inspection of the said constructed Unit as to the measurement and specifications and the Common Assets and Amenities also as to the quantity, quality of materials as also workmanship, the basic

construction work and confirm that there are no latent or patent defects in the construction materials, workmanships, quality and has/have been completely satisfied with the same in all respects and accordingly the Purchaser shall not be entitled to raise any further disputes or complaints whatsoever with respect to the same; however If within a period of five years from the date of handing over the Unit to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Flat/ Shop/ Office or the building in which the Flat/ Shops/ Offices are situated or any defects directly attributable to the Vendor on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor or which occur due to normal wear and tear or by reason attributable to the Purchaser and If the Purchaser or any other member make any kind of changes in the specification or construction of the said building or Property, and caused of that if any damages accrue then the Vendor is not responsible for that damages, though the period of five year is not completed.

The Purchaser shall not have any claim, save, any right, title or interest of any nature whatsoever except in respect of said unit in the manner set out in this deed and acknowledge that the purchaser shall remain restricted to said unit only.

The Purchaser hereby agrees to abide by all bylaws, rules and regulations of the Government and any other authorities and local bodies applicable to the said Property and shall attend to answer and be responsible for actions and violations of any of the conditions or rules or bylaws and shall observe and perform all the terms and conditions that may be imposed by the said authorities from time to time.

The purchaser hereby undertakes and declared that he is legally entitled to buy the said units under prevailing laws and has taken all permission for the same if necessary and have / has paid the said consideration price by their own source of money and through legally permissible means only. For any breach of any law, regulations, the liability of the purchaser alone only and purchaser hereby completely indemnify the Vendor in this regard for all the time to come.

The Purchaser hereby agrees and declares that Whatever is written in this Deed or Agreement, if any, already executed between the Parties, the Purchasers have further confirmed that, before execution of these presents by the Vendor and the Vendor in favor of the Purchasers, 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 AND the Vendor provided the copy of the various opinion and letters for Title(s) of Maulik Sheth, Advocate Dated 20.03.2020 and the Purchaser personally and through his/her/their Advocate, Solicitors verified the same and in that respect the Vendor herein furnished all Documents, Deeds, Case Papers, Permissions etc. i.e. all Title related documents to Purchasers and the Purchasers herein had satisfied his/her/their self/selves with the Title of the Scheme.

The Purchaser hereby agrees and declares that he/she/it shall maintain and/or cause to be maintained at its own cost the interior and exterior of the said Unit in same good condition, state and order in which it is delivered and in such a manner that the elevation of the building and the lay-out of the common amenities is/are not disturbed or altered and structure thereof is not damaged in any manner. The purchaser shall keep their unit / premise insured against any loss or damage in full value with suitable company at its own cost for all the time to come.

The Purchaser shall at no time be entitled to demand partition by metes and bounds of his/her/its undivided share in the said land or interest in the common assets provided in the said building or the said scheme, it being agreed and declared by the Purchaser that his/her/its undivided interest cannot be partitioned in any circumstances whatsoever.

The Purchaser hereby covenants to keep the said property, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions and in particular so as to support, shelter and protect the other parts of the Building including the said Unit at his/her/its own costs and expenses.

The Purchaser shall use the said constructed unit only for residential use purpose. The Purchaser hereby irrevocably agrees that apart from residential use purpose, the Purchaser shall not to use the said constructed unit or any part thereof for any other purpose whatsoever. The Purchaser shall not use the said constructed Unit in such a manner which may or is likely to cause nuisance or annoyance to occupiers of the other constructed unit nor for any illegal or immoral purpose.

The Purchaser hereby agrees and declares that, the Purchaser shall not at any time demolish or cause to be demolished the said property or any part thereof so as to cause damage to the same in any manner and shall not make any alterations in the elevations and outside color scheme of the said constructed Building meaning thereby the purchaser herein shall use and occupy as well hold the said property under various provisions of law and CGDCR time being inforce.

The Purchaser shall not be entitled to remove any Column/Beam within or outside the said constructed Unit in any circumstances whatsoever. The Purchaser hereby agrees that any internal changes/renovations in the said Unit shall be done only with prior written approval of the Vendor/its Architect/Service Society or Association of Purchasers which shall be given subject to such conditions as may be deemed necessary by the Vendor/its Architect/ Service Society or Association of Purchasers. The Purchaser hereby irrevocably agrees and undertakes that the Purchaser shall not in any circumstances whatsoever be entitled to make or carry out any changes in the Plumbing work in any manner of whatsoever nature in the said constructed Unit. The Purchaser hereby further undertakes that in the event any damages occur to other constructed Units or Building in any manner due to such renovations or any act being done by the Purchaser, he/she/it shall be liable for the same and shall immediately attend to rectify such damages caused to other constructed units or Building without any delay or demur whatsoever.

The purchaser hereby agrees that the floor Flat bearing unit No.,, and having is/are adjoining with the terrace so this terrace is in exclusively usage of floor and as per the scheme, the flat no.,, and will given exclusive usage rights of adjoining terrace and they shall not change the structure or elevation of the said terrace in any manner, and the Commercial unit holders or residential unit holders, as the case may be, shall not have any rights, title etc. over the said top terrace of the said scheme. The purchaser of the unit holders of that particular Floor/unit hereby agrees to give necessary permission to the Vendor/Service Society or Association of Purchasers for the purpose of repairing, cleaning etc for the Drainage Line, Water Line, Electricity Line situated on the terrace of Top Floor as and when the said request made by the vendor/ Service Society or Association of Purchasers.

The Commercial Unit Holder(s) hereby agrees that the Common Plot as provide in the project shall be utilized for residential units and shall be used by commonly by the residential unit holders of the scheme/project only and Commercial unit holders shall not have any rights, title etc over the said Residential Scheme as well as the use of Common Plot of the said scheme. **And the Residential Unit Holder(s)** hereby agree that open marginal space/areas in front of Commercial units except the Entry way for Residence premises shall be utilized for Commercial units and shall be used by commonly by the Commercial unit holders of the Project/Scheme only.

And further the Commercial Unit Holder(s) and the Residential Unit Holder(s) hereby agree that both the residential and commercial unit holders and or their agents have rights of repairing, cleaning, routine maintenance of Drainage Line, Water Line, Electricity Line or any such purpose in each other's premises. And further the Commercial Unit Holder(s) and the Residential Unit Holder(s) hereby agree that all Driveways

and Margins kept for movement of Fire Vehicles shall be kept open permanently for all the time by both the Unit Holder(s).

The purchaser hereby agrees and declares that the Purchaser shall not remove any windows or rallying or will not change the color scheme of the same. The Purchaser shall not erect any new wall, shed, grill which will result in a change in the elevation of the constructed Building and shall not enclose any open areas if any provided in or around the constructed Unit in any manner whatsoever and shall not obstruct the common area or passage or margin or open space or parking area of the project/ building by any kind of temporary or permanent material/structure/goods.

The Purchaser hereby agrees and declares that the said Unit shall be used, occupied and enjoyed by the Purchaser as one Unit and the Purchaser shall not divide or subdivide the same for use as more than one unit. Further, the Purchaser hereby agrees that that the main door of the said Unit shall not be changed, altered in size or location and no other door, window or opening shall be made in the said Unit other than as made by the Vendor on completion of the said Unit in accordance with the approved plans thereof.

The purchaser hereby agrees and declares that, the Purchaser shall install the outdoor A.C. units only at the prefixed locations as suggested by Vendor.

The purchaser hereby agrees and declares that, the Purchaser shall not throw any kind of dirt, garbage or other refuse or permit the same to be thrown out from the Unit and specifically any debris shall not be thrown from the repair or renovation of the Unit in the compound of the said Scheme or any portion of the said Building.

The purchaser hereby agrees and declares that, the Purchaser shall be entitled to put his/her/its name plate/Board only on the place, and in the color and size as decided by the Vendor at entrance of said unit/shop and the Purchaser shall not put any other name plate or Board on any other part of the unit/ shop except on the door of the said Unit.

The Purchaser shall permit the concern Service Society or Association of Purchasers and their surveyors and agents with or without workmen at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good any defects found within three days of the giving of such notice in writing by the concern Service Society or Association of Purchasers to the Purchaser or for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, or other conveniences belonging to or surviving or used for the Building and

also for the purpose of laying down, maintaining, repairing, re constructing and testing drainage, gas and water pipes and electric wires and for similar or other purposes as may be required, however the expenses for the same have to be paid by the Purchaser without any demur.

THAT the purchaser agrees that the parking shall be done by each residential unit holder at specified space and the Purchaser hereby agreed that Parking for the commercial unit holder is in the open space directly accessible from outside of the Residential premises and Parking for the residential unit holders is inside of the scheme and the purchaser hereby also agree that any decision which will/shall be taken by Service Society or Association of Purchasers or the Vendor regarding allotment of parking spaces in future shall be binding to them. The purchaser have by further declares that they have not paid any amount to the Vendor towards allotment of any parking space/slot.

The Purchaser hereby agree and bind himself/herself/itself to cooperate and assist the vendor in the process of formation of Service Society or Association of Purchasers or a Limited Company and to become a member of such Service Society or Association of Purchasers or Limited Company **namely** duly incorporated under any permissible rule/law under and shall hold requisite number of shares and comply with the Bye Laws of the said Service Society or Association of Purchasers or Limited Company as also Rules Regulations and Resolutions from time to time of the said Service Society or Association of Purchasers or Limited Company and that of General Body / Managing Committee for the purpose of management, maintenance and up-keeping the said entire Scheme known as **“OMNIUM ROYAL II”** and the Purchaser agrees that he/she/it shall pay regularly the monthly/quarterly/half yearly/yearly proportionate share that may be decided towards the maintenance and up-keeping of said entire Scheme as may be levied for the time by the said Vendor or Service Society or Association of Purchasers or Limited Company. The Purchaser herein on execution of these presents shall pay to the Vendor his/her/its proportionate share of advance common monthly maintenance charges as decided by the Vendor for the initial period of 24 months and accordingly the Vendor shall itself/through the Service Society or Association of Purchasers or Limited Company maintain the said entire scheme as per the details mentioned in **FOURTH SCHEDULE** hereunder for the initial period of 24 months for which the Vendor shall not be liable to give any accounts in respect thereof. The purchaser has on execution of these presents also agreed to pay for the time being to the said Vendor and transferable at the appropriate time to the said Service Society or Association of Purchasers or Limited Company a nonrefundable lump-sum fixed maintenance deposit amount as decided/ directed by the Vendor or Service Society or Association of Purchasers or Limited Company and the interest/income derived from the said fixed deposit amount as also from the proportionate similar amounts to be paid by the other Purchasers of

the remaining Units shall also be utilized by the Vendor or Service Society or Association of Purchasers or Limited Company towards common expenses, maintenance and other expenses to be incurred by the Vendor or Service Society or Association of Purchasers or Limited Company. Provided that, the Purchaser shall be required to pay any additional amount towards such expenses in future if said interest/income is not sufficient for the purpose.

The purchaser hereby agrees and undertakes that whenever the Purchaser sell or transfer, alienate or part with the possession of said property in any manner whatsoever to anyone under the permissible law then such transfer shall be subject to the new Purchaser being irrevocably bound by all the terms and conditions of this Deed of Conveyance and become the member of the Service Society or Association of Purchasers or Limited Company and abide to the rules and regulations of the Service Society or Association of Purchasers or Limited Company after payment of transfer fees, if any.

THAT the Vendor intimated and the purchaser is in full knowledge of incorporation of two different Service Society or Association of Purchasers or Limited Company (if permitted by concerned authority) which meant or create for the purpose of smooth administration of commercial and residential units so the Service Society or Association of Purchasers or Limited Company of residential units and Service Society or Association of Purchasers or Limited Company for commercial units may be separate and shall cooperate to each other and members having any grievances inter-se the members of two different Service Society or Association of Purchasers or Limited Company i.e. commercial unit holder and residential unit holder shall have to make representation of their grievances to their respective Service Society or Association of Purchasers or Limited Company and that Service Society or Association of Purchasers or Limited Company shall deal with said grievances in co-operating manner with other Service Society or Association of Purchasers or Limited Company.

THAT the Vendor intimated and the purchaser is in full knowledge that the entry and or exit ramp for the basement space of the residential unit holder and commercial unit holder shall be kept different and residential unit holder and commercial unit holder hereby agreed that he/she/they shall use their respective ramp to enter and or exit to the basement as developed under their respective premise by the vendor and if any grievances or service or maintenance issues arises then representation of such grievances shall be make to their respective Service Society or Association of Purchasers or Limited Company and then Service Society or Association of Purchasers or Limited Company shall deal with said grievances with other Service Society or Association of Purchasers or Limited Company and solve the issues in cooperative manner.

The Vendor hereby declares that the water supply facilities may be common or separate for the residential units and commercial units and the purchaser hereby agrees that to allow the each other's Service Society or Association of Purchasers or Limited Company for repairing, maintaining, etc for the water connection lines, pipes, tanks and any other required work.

The Purchaser hereby agrees that after execution of these presents, if any penalty, premium or any other charges are levied by AUDA/AMC or any other authority in respect of any addition or alterations made or to be made in the sanctioned plans, the same shall be borne and paid by Purchaser if the same are concerning the Purchaser and if same are of common nature, by the Purchaser in common with others.

THAT If the present construction of said building upon the said land is destroyed and/or demolished and /or required to be pulled down by any reason whatsoever and in that event as and when new construction is required to be made upon the said land then and in such event the different Purchasers of different constructed Units of the said Block/Building including the purchaser herein through the said Service Society or Association of Purchasers or Limited Company shall be entitled to construct the building of such carpet area which would be consistent with the present proportionate holding of the building construction taking into consideration the floor space index permissible at the time of the new construction is required to be made and every Purchaser of different Units of the building through the said Service Society or Association of Purchasers or Limited Company shall be required to make a new construction at the same place at which the original construction owned by the Purchaser is situated and every Purchaser of a part of the construction is required to bear proportionate cost on the basis of the floor space index.

THAT The Vendor **shall not have any claim over FSI, Additional FSI and Terrace Rights after all the units have been sold and Building use permission of the whole project has been granted and it has been handed over to the Service Society or Association of Purchasers or Limited Company.** Thereafter such rights if any will be enclosed by Service Society or Association of Purchasers or Limited Company.

The Purchaser hereby agrees that the entire scheme is and will always be known as **"OMNIUM ROYAL II"** and the said name shall not be changed in any circumstances whatsoever.

THAT the Purchaser shall be entitled to get transferred the said property in the name of Purchaser in the Revenue records concerned as also local body or authority and accordingly the Vendor will extend all co-operation and shall also sign and execute necessary Application and other writings addressed to the said Authorities.

THAT the Vendor declares that they do possess certain title deeds and documents and accordingly the photo copies of the relevant documents have been given to the purchaser and the Purchaser has accepted the same to his/her/its complete satisfaction.

THAT If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

THAT as per the present CGDCR or any applicable law in time being in force or shall force the periodic inspection, rectification and maintenance of the whole building/construction and its structural stability, safe working and up gradation of lifts, fire safety system and other amenities/facilities provided for safety or convenience, renewal of lift and fire licenses etc. shall be sole responsibility and or liability of the purchaser herein with the purchaser of other units of the project/scheme jointly at their own cost and the Vendor herein shall not be responsible or liable for violation of any such provision or law in any manner after the sale deed in favor of the Purchaser herein has been executed.

THAT Any dispute between parties hereto shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

THE VENDOR declare that the said Property has not been covered or declared to be situated within the SCHEDULE/NOTE/LIST of "Disturbed Areas" as mentioned in the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1986 and hence no permission for sale and transfer of the said property is required under the said Act.

THAT All the expenses such as Stamp Duty, Registration Fee, payable in respect of these presents being executed by the Vendor and the Vendor in favor of the Purchaser both present and future shall be borne by the Purchaser alone.

The Purchaser is explained the contents of this conveyance deed in Vernacular language and the Purchaser has understood and accepted the same and has thereafter executed this conveyance deed.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective signature in the manner hereinafter appearing at the place and the day and year first hereinabove written.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of Non Agricultural land bearing Sub-Plot No. 1 admeasuring about **3224.70 Sq.mts.** of Final Plot No. 11/2 total admeasuring about 6616 Sq.mts. (The said Final Plot No. 11/2 is allotted in lieu of Block/Survey No. 11/4 admeasuring about 11027 Sq.mts.) of T.P. Scheme No. 241 (Nana Chiloda) situated, lying and being at Mouje-Chiloda(Naroda) Taluka/Dist – Gandhinagar. and the Same is bounded as follows:

On the North By: Reserved FP 292
On the South By: 12 mt TP Road
On the East By: 12 mt TP Road
On the West By: Sp -2 of FP 11/2

SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of _____ Sq.mts. in the said project Land together with constructed property being Unit No. _____ admeasuring _____ Sq.mts. of Carpet area, _____ Sq.mts. of Wash Area, _____ Sq.mts. of Balcony Area, Total admeasuring about _____ Sq.mts. with _____ Sq.mts. of open terrace on _____ Floor of the said Scheme/Building known as “OMNIUM ROYAL II” together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other and the said Unit No. is bounded as follows:

On the North By:
On the South By:
On the East By:
On the West By:

THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Assets and right to use amenities and facilities provided in the said Block and to be used in common with other Purchasers The common assets, amenities and facilities being Lift, StairCase/passage leading to Units, Overhead Water Tank, Underground Water Tank with Pump and Electric Motor, Compound Wall, and Drainage provided / situated in the said Building along with Right to Use common areas, amenities and facilities in common provided in the Scheme known as “OMNIUM ROYAL II”.

FOURTH SCHEDULE ABOVE REFERRED TO

Details of common expenses to be incurred by the Vendor for the initial period and for that the fixed monthly maintenance amount to be received from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas, amenities and facilities
- Normal day to day expenses for maintaining and upkeep of the common areas, amenities and facilities.
- Maintenance of lifts and all other provisions for safety

VENDOR:-:- PURCHASER :-

Address of Property :-
Unit No. _____ Floor “OMNIUM ROYAL II”

Ahmedabad

VENDOR:-:- PURCHASER :-

Address of Property :-
Unit No. _____
_____ Floor
“OMNIUM ROYAL II”

Ahmedabad

SIGNED AND DELIVERED
BY THE WITHIN NAMED
VENDOR
OMNIUM INFRACON
THROUGH ITS AUTHORIZED PARTNER

In the presence of:
1. _____
2. _____

ANNEXURE A

MEMO OF CONSIDERATION

Date Bank Branch Cheque No. Amount
Total Rs.

WE SAY RECEIVED
THE VENDOR For, **OMNIUM INFRACON**
THROUGH ITS AUTHORIZED PARTNER
Mr.

SCHEDULE AS PER SECTION 32/A OF THE INDIAN REGISTRATION ACT

THE VENDOR OMNIUM INFRACON

AUTHORIZED PARTNER

THE PURCHASER

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