

DEED OF CONVEYANCE

For Sale of **Commercial Unit No.** _____
in Block No. **“A”** admeasuring about
_____ square feet i.e. _____square
meters (Carpet Area) situated on the
_____ Floor in a building to be known
as **“SHASHWAT BUSINESS PARK”**
situated at _____Opp. Soma
Textiles, Rakhial, Ahmedabad-380023 for
total price/consideration of
Rs. _____/(Rupees _____
_____ only).

(2)

THIS INDENTURE made at Ahmedabad this ____ day of _____ in the Christian year Two Thousand Eighteen.

BY AND BETWEEN

“SKZ PROPERTIES” (PAN NO. : ACQFS 0188 M), A partnership firm registered under partnership act,1932 having its Registered office at : bSafal House, Sindhu Bhavan Road, Bodakdev, Ahmedabad-380059 through its Authorized Signatory/ Partner Mr. _____ hereinafter referred to as **“VENDOR”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its present partners and partners from time to time and respective successors and assigns) of the One Part

AND

(1) _____ PAN NO : _____
_____) and **(2)** _____
(PAN NO : _____), both adults,
Occupation Business, Indian National and residing at :

_____ hereinafter referred to as **“THE PURCHASER/S”**
(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include (in case of individual) his/her 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) of the Other Part.

WHEREAS the Vendor is the absolute and lawful owner of Lease Hold Right Non Agricultural Land, bearing Final Plot

No.10 Proposed Final Plot No.10/A/P Sub-Plot No.10/A/P/3/1/C admeasuring about 3522.88 square meters (As per Approved plan of AMC)Town Planning Scheme No.10 (Rakhial) being situate lying at Mouje Rakhial of Maninagar Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad - 7 (Odhav) (hereinafter called the “**Said Project Land**”).

That thereafter said “**SKZ PROPERTIES**” got approved a plan from the Ahmedabad Municipal Corporation for construction of Commercial units on the said land and permission was granted for construction of Block A, consisting of Basement, Ground Floor, First Floor to Fourth Floor and total 100 Commercial units on the said land and there is stair cabin and lift room on the terrace and there is parking in the Basement and Ground Floor with all common amenities and facilities for commercial units vide Raja Chhithi No. 7206/201015/A5213/R1/M1, dated 26/10/2016 and thereafter said Partnership Firm also started construction of a commercial units scheme known as “**SHASHWAT BUSINESS PARK**” (hereinafter called the “ Said Project”) consisting of construction of the 100 Commercial units on the said land.

*Name of the building/project : “**Shashwat Business Park**”

* No. of blocks/Wings : 1

* No. of basements : 1

*No. of floors (for first phase) :Ground Floor ,1st to 4th floor

* No. of units on each Floor : 20

Floor	A	
	Usage	Units
Basement 1	Parking	0
Ground Floor	Commercial units	20
First Floor	Commercial units	20

Second Floor	Commercial units	20
Third Floor	Commercial units	20
Fourth Floor	Commercial units	20
Stair Cabin	Stair Case	0
Lift Room	Lift	0

With provision of common amenities and facilities more particularly described in the **Schedule II**.

AND WHEREAS The said project “**SHASHWAT BUSINESS PARK**” is ready in all respect and Vendor has been obtained Building Use Permission from the Ahmedabad Municipal Corporation vide its permission dated _____.

AND WHEREAS The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____ ;

AND WHEREAS That on demand from the Purchaser, Vendor has given inspection to the Purchaser/s of all documents of title relating to the project land and the plans, design and specifications prepared by the Vendor’s Architect firm namely VITAN 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 if satisfied in respect of the same;

AND WHEREAS The authenticated copies of Certificate of Title issued by Suresh Zumkhawala & Associates, dated 31st October, 2014 of the Vendor, authenticated copies of Conveyance deed, plan and layout, extract of Village Forms VI and VII and XII or any other relevant revenue records showing the nature of the title of the Vendor to the project land on which the commercial units are constructed have also been inspected by the Purchaser and the Purchaser and

his/her/its/their legal advisor have carefully inspected and studied the same and is fully satisfied about them. The Purchaser/s is/are satisfied about the legality of the construction. The Purchaser/s also accepts the Vendor titles to the land and is satisfied about it and he/she/it/they agree that no further requisition/dispute will be made regarding title.

AND WHEREAS The Purchaser had applied for Commercial unit in the Project to the Vendor and Vendor agreed to sell the said Commercial unit **No.** _____ in Block No. **“A”** admeasuring about _____ square feet i.e. _____square meters (Carpet Area) situated on the _____ Floor in a building to be known as **“SHASHWAT BUSINESS PARK”** (hereinafter referred to as the “Commercial unit” more particularly described in the **First Schedule**) along with and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (more particularly described in **Second Schedule**

The Total Price for the Commercial unit based on the carpet area is Rs. _____/- (Rupees _____ only ("Total Price") including price of common area and break up area as follows :

Demised premises	Area
Commercial unit No. _____	_____ square feet i.e. _____square meters
Balcony/Varandha 1 & Wash area	_____ square feet i.e. _____square meters
Total admeasuring	_____ square feet i.e. _____square meters

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser to the Vendor towards the Commercial unit;
- (ii) The Total Price above excludes Stamp Duty, Registration Fee, all applicable taxes etc.
- (iii) The Total price is exclude maintenance deposit of the said project will be decided Service Society/Maintenance Agency;

AND WHEREAS the Purchaser/s have now requested the Vendor to execute a Deed of Conveyance of constructed Commercial unit in the said Project in her/his/their favour in the manner as if hereinafter appearing to which the Vendor herein have agreed.

NOW THIS INDENTURE WITNESSETH THAT ;

1. In consideration of the sum of Rs. _____/- (Rupees _____ only) to be paid on or before execution of these presents by the Purchaser/s/s to the Vendor being Full consideration towards said constructed Commercial unit (the payment and whereof the Vendor do hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge the Purchaser/s to which the Vendor herein confirm.) The Vendor do hereby grants, sells, assigns, releases, conveys and assures unto the said Purchaser/s/s forever the said Commercial unit AND ALSO together with all the deeds, documents, writings and other evidences, of title relating to the said Commercial unit 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 Commercial unit or any part thereof, TO HAVE and TO HOLD ALL and singular the said Commercial unit hereby granted, released, conveyed and assured and

intended or expressed so to be with him and every of him rights, members and appurtenance unto and to the use and benefits of the said Purchaser/s/s forever 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 or any other local body or authority in respect thereof. AND the said Vendor do hereby for themselves and their successors in title and assigns covenants with the Purchaser/s/s, 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 knowingly or willingly suffered to the contrary, it the Vendor now have themselves good right, full power, and absolute authority to grant, release, convey, assign and assure the said Commercial unit hereby granted, released, conveyed or assured or intended or expressed to be UNTO and to the use of the said Purchaser/s/s in the manner aforesaid. AND that it shall be lawful for the Purchaser/s from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said Commercial unit hereby granted with it appurtenance and receive the rents, issues and profits hereof and of every part thereof to and own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor from or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Vendor AND that the free and clear and freely and clearly and absolutely acquitted, exonerated, released and favour 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 person

having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Commercial unit hereby granted or any part thereof, by, from, under or in trust for the Vendor shall and with all times hereinafter at the request and at the cost of the Purchaser/s 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 Commercial unit and every part thereof hereby granted UNTO and to the use of Purchaser/s in the manner aforesaid as shall or may be reasonably required by the Purchaser/s or his/her/their counsel at law.

2. That the Vendor declare that the said Commercial unit is their absolute Commercial unit and further declare that the said Commercial unit is in their 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 them.
3. The Vendor hereby declare that all the taxes, cesses, charges and other outgoings payable to the Revenue Authority Local Authority, and payable by the Vendor as agreed have been paid in full as per demands raised by the said authorities by the Vendor and as agreed the Vendor will have to pay the arrears if any, found due and payable by the Vendor either to the said Authorities and the same henceforth shall be paid by the Purchaser/s to the said Authorities etc.
4. The Vendor agrees and acknowledges, the Purchaser shall have the right to the Commercial unit as mentioned below :
 - (i) The Purchaser shall have exclusive ownership of the Commercial unit;

- (ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- 5. It is made clear by the Vendor and the Purchaser agrees that the Commercial unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.
- 6. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or

any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

7. The Vendor accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the Commercial status of the Purchaser subsequent to the signing of this Deed of Conveyance, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Commercial unit applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser only.
8. Representations and Warranties of the Vendor;
 - i. The Vendor has absolute, clear and marketable title with respect to the said Land except those mentioned in the detailed search report on title and same is accepted by the Purchaser; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - ii. There are no encumbrances upon the said Land or the Project;
 - iii. There are no litigations pending before any Court of law with respect to the said Land, Project or the Commercial unit except those mentioned in the detailed search report on title;

- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Commercial units are valid and subsisting and have been obtained by following due process of law. Further, the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Commercial units and common areas;
- v. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Commercial unit to the Purchaser in the manner contemplated in this Deed;
- vi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Commercial unit) has been received by or served upon the Vendor in respect of the said Land and/or the Project.
- vii. If within a period of five years from the date of handing over the Commercial unit to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the property or the building in which the property are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his 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.

- viii. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 6340.37 square meters only and Vendor has planned to utilize Floor Space Index of 6340.37 square meter while remaining FSI will be used at their convenience by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of 1.8 square meter as proposed to be utilized by him on the project land in the said Project and purchaser has agreed to purchase the said property based on the proposed construction and sale of apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

9. Representation and Warrants of the Purchaser;

- i To maintain the Commercial unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Commercial unit is taken and shall not do or suffer to be done anything in or to the building in which the Commercial unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Commercial unit is situated and the Commercial unit itself or any part thereof without the consent of the local authorities, if requires.
- ii. Not to store in the Commercial unit or the common passages or staircase of the Building any goods which are of hazardous, combustible or

dangerous nature or are so heavy as to damage the construction or structure of the building in which the Commercial unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Commercial unit is situated, included entrances of the building in which the Commercial unit is situated and in case any damages is caused to the building in which the Commercial unit is situated or the Commercial unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- iii. To carry out at his/her/their own cost all internal repairs to the said Commercial unit and maintain the Commercial unit in the same condition, state and order in which it was delivered the building in which the Commercial unit is situated or the Commercial unit which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Commercial unit or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Commercial unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Commercial unit is situated and shall keep the portion, sewers, drains and pipes in the Commercial unit and the

appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and shall no chisel or in any other manner cause damage to columns, beams, wall, slabs or RCC, Partition or other structural members in the Commercial unit without the prior written permission of the Vendor and/or Society or the Limited Company.

- v. The Purchaser/s further undertakes, assures and guarantees that he/she/their would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. That the Purchaser/s shall not put any name boards without the prior written permission of the Vendor. The Vendor will provide necessary dimensions and sizes for the name boards to be displayed at the entrance of his/her/their Commercial units. The Purchaser/s shall be allowed to put its name boards on the shutter/wall of their Commercial units and shall also follow the instructions of the Vendor/ Service regarding dimension and size of the such name board.
- vi. The Purchasers shall also not change the colour scheme of the outer walls or carry out any change in the exterior elevation or design.
- vii. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Commercial unit. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- viii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Commercial unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - ix. Not to throw dust, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Commercial unit in the compound or any portion of the project land and the building in which the Commercial unit is situated.
 - x. Pay to the Vendor within fifteen days of demand by the Service Society, his/her/their share of security deposit as demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Commercial unit is situated.
 - xi. The Purchaser/s shall not use the said Commercial unit or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyances to the occupiers of the other premises in the project or to the owners or occupiers of the neighboring properties not for any immoral or illegal purposes.
 - xii. The purchaser shall bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Commercial unit by the Purchaser for any purpose other than for purpose for which it is sold.
 - xiii. That purchaser will be park their vehicle on the parking space as will allot by service society.
10. The Purchaser/s shall at no time demand partition of their interest in the building or entire land and common

facilities and amenities. It being agreed and declared by the Purchaser/s that their interest in the said land and common facilities and amenities is impartible. The said Commercial unit shall be used, occupied and enjoyed by the Purchaser/s as one and the Purchaser/s shall not divide or sub-divide the same for use as more than one Commercial units.

11. The Purchaser shall use the Commercial unit or any part thereof or permit the same to be used only for purpose of commercial as per plan and permission of the AMC in future. otherwise Service Society will be entitled to take the possession of the said Commercial unit from the Purchaser/s and the Service Society shall have every rights to sell the said Commercial unit to any other person as it may deems fit and proper.
12. The Purchaser/s has/have been measured the carpet area of the said Commercial unit and he/she/they are fully aware the meaning of carpet area as defined under section 2 (k) of the said act. The Purchaser/s have taken personal and physical inspection of the said Commercial unit as to the quantity, quality of materials as also workmanship thereof and have fully satisfied with the same in all respects.
13. That the Purchaser/s are fully satisfied with the basic construction work and confirm that there are no latent or patent defects in the construction and in turn have taken over the actual and physical possession of the said Commercial unit.
14. The Vendor declare that the Vendors do possess certain title deeds and documents and accordingly the Xerox copy of relevant documents thereof have been given to the Purchaser/s.
15. That the Vendors have handed over the actual and physical possession of the said land as co-owner and possessor thereof alongwith other Purchaser/s while the Vendors have handed over the actual and physical possession of said constructed Commercial unit to the Purchaser/s.

16. That the Purchaser/s further confirm and record that they have no dispute and or compliant and/or grievance of whatsoever nature in respect of the said Commercial unit and or against the Vendor.
17. Further, the Vendor has been transferred undivided share in entire land to the Purchaser/s for making complete and proper title in the name of Purchaser/s and for enter his/her/their name in the revenue records, However if in future entire common area togetherwith the land is to be required to transfer in the name of association of the Purchaser/s or the competent authority as per the said act, then in such case Purchaser/s alongwith other members of the building shall be transfer the said land in the name of association and all cost shall be bear by members of the building in proportionate basis.
18. That the Purchaser/s will be entitled to get transferred the said land and said Commercial unit in the name of Purchaser/s in the Revenue records concerned as also local body or authority after obtaining written permission from the Vendor.
19. The Building shall always be known as **“SHASHWAT BUSINESS PARK”** and this name shall not be changed in any circumstances.
20. That Vendors will be formed service society for better maintenance of the said building and hence the Purchaser/s agree and bind himself/herself/themselves to become member of a said Service Society and hold requisite number of share and pay regularly the proportionate share that may be decided towards (1) insurance premium, (ii) land revenue and outgoings that may from time to time levied by the Government (ii) out goings for maintenance and management of the entire building including common lights and other amenities as also other outgoings and collection charges incurred in connection with the maintenance of said **“SHASHWAT**

BUSINESS PARK” such other contributions as may be levied by the said service society.

21. The Purchaser/s and the persons to whom the said premises is let, sub-let transferred, mortgage charge, assigned or given possession by the Purchaser/s in accordance with the permission of Management Committee of the said Service Society shall be bound to observe and perform all the provisions of the Bye Laws and/or the Rules & Regulations or Resolutions from time to time of the Service Society and Bye-laws of the Society and the additions, alterations or amendments thereof for protection and maintenance of the said **“SHASHWAT BUSINESS PARK”** and for the observance and carrying out of the Building Rules and Regulations and Bye-laws for the time being of the Ahmedabad Municipal Corporation and other local authorities and the Government and other public Authorities or bodies and such permission shall not be normally denied unless the Purchaser/s has committed breach or default in compliance of the terms and conditions of this conveyance deed or any other agreements entered into with or rules, resolution etc of the Service Society as the case may be and if the Purchaser/s does not pay transfer fees to the service society and if the activities of the transferor or transferee are not suitable to the building the service society. The Purchaser/s and the persons to whom the said premises is let, sub-let transferred, assigned or given possession, shall observe and perform all the stipulation and/or resolution and conditions laid down by the said Service Society and shall pay and contribute regularly and punctually towards the taxes, ground rent and/or expenses or other outgoings and contribution as may be determined by the Management Committee of the said Service Society.
22. That the Purchaser/s and the persons to whom the said premises is ultimately transferred, assigned or given possession of with the permission of the Service Society

of the said building shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said service society may require for safeguarding the interest of the said building and its occupiers.

23. The Purchaser hereby agrees to purchase the Commercial unit on the specific understanding that is his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the service society or maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her/their obligations in respect of the terms and conditions specified by the service society or maintenance agency or the association of Purchaser/s from time to time
24. Use of Hollow plinth Basement and Service Areas: The hollow plinth(s) basement and service areas, if any, as located within the **“SHASHWAT BUSINESS PARK”**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.
25. The Purchaser/s hereby agree to abide by all byelaws, rules and regulations of the Government, Ahmedabad Municipal Corporation and Torrent Power Limited, Co.Operative Housing Service Society Limited and any other authorities and local bodies and shall attend to answer and be responsible for actions and violations of

any of the conditions or rules or byelaws and shall observe and perform all the terms and conditions that may be imposed by the said authorities from time to time.

26. The Vendor has assured the Purchasers that the project in its entirety is in accordance with the provisions of The Real Estate (Regulation and Development) Act, 2016. The Vendor and Purchaser/s showing compliance of various laws/regulations as applicable in.
27. That the Purchaser/s shall permit the Vendor/Service Society, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hour's notice (in emergency, less hour's notice) to enter in to and upon his/her/their Commercial unit and any part thereof for purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structure and other conveniences belonging thereto or service used in the said building and also for the purpose of laying down, maintaining repairing, testing, drainage, and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of the water to the Commercial unit or any other Commercial unit in the building in respect whereof the Purchaser/s or the occupier of such of the Commercial unit as the case may be shall have committed default in paying his/her/their shares of maintenance charges, common charges, taxes, electricity charges and the other outgoings and breach of rules and resolution of the Service Society as the case may be.
28. That the Purchaser/s shall keep insured its Commercial unit/s against loss or damage by fire, flood, earthquake, storm, tempest, aircraft, collision, riot, sabotage etc. in the full value and the Purchaser/s with suitable insurance company or with such insurance company as management shall determine and whenever required produce to the service society or the Vendor, the policy

or policies of such insurance and receipt for the premiums for the same and in the event of the said Commercial unit being damaged or destroyed by fire or otherwise as soon as reasonable practicable, to use the insurance money in repair, reinstatement of the said Commercial unit.

29. Similarly the leakage of water from the toilets, bathrooms is also likely to happen in our unit as from the neighboring and upper units. Leaked water/moisture is likely to appear on the walls of my/our unit and that may deteriorate the painting and plaster on the walls. Purchaser/s 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 unconnected with construction. Use of Acids for cleanliness, hot water, hard water, rough use, etc are likely to damage pipelines, tiles and their joints. The joints of flooring tiles and wall tiles are also likely to be damaged by such use. Purchaser/s agree that the Maintenance Agency shall not be liable for any damage in our unit due to leakage of water and its various other bad effects.
30. The Lift facility in this building shall be used as per rules of the Vendor/ Service society. It is to be economically used. The Purchaser/s as well as their employees or visitors shall not misuse the said lift and Purchasers shall take necessary care and shall co-operate about the use. The lift is of good quality. But it is a machine and is not manufactured by the Vendor / Service society and Vendor purchased it from reputed company, which company installed the said lift in the said building with the help of their engineers/staff. Therefore during the use of the lift and even as a result of any defect or otherwise, if any one is injured or any damage to the life or Commercial unit occurs then the Vendor / Service society shall not become responsible or liable for it and the Purchaser/s or his/her/their employees etc shall not demand/ shall not be entitled to

demand such damages/compensation from them and the Purchasers hereby give their assurance and consent in it.

31. That Vendor installed some fittings and fixtures of branded companies in the said Commercial unit and same shall be use as per guidelines of manufacturer company and if any defect found same will be repaired or replaced by the branded company as per warrantee period and Vendor will not be liable for any type of such repair or replace.
32. That Purchaser/s agree and assure that if he/she/they has made payment by way of post dated Cheque or any other instrument (other than Cash) same must not be dishonored by any reason whatsoever, otherwise Vendor shall be free to take appropriate Legal action under the Negotiable act as well as any other law that may be applicable against Purchaser/s or otherwise. That any dispute that may be occur between Purchaser/s at any time it will be subject to Ahmedabad Jurisdiction and whatever expense are suffered by the Vendor the same shall have to be reimbursed by Purchaser/s. The Purchaser/s agree that in such event, the Vendor shall be free to terminate the said Deed of Conveyance at its sole desecration, and will be entitled to transfer the said Commercial unit to any other Prospective Purchaser/s at such price as it may deem fit, and amount paid by Purchaser/s will be re-paid to the Purchaser/s after deducting necessary administrative Charges.
33. That the Purchaser/s and the persons to whom the said Commercial unit shall be subsequently transferred, assigned or given possession of with the permission of the Vendor/ Service society 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 Vendor / Service society may require for safeguarding the interest of the said Commercial unit and its occupiers.

34. That all notices to be served on the Purchaser and the Vendor as contemplated by this deed shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post at their respective addresses specified below:

Name of Purchaser : As above
Address of Purchaser : As above

Name of Vendor : **“SKZ PROPERTIES”**
Address of Vendor : bSafal House, Sindhu
Bhavan Road, Bodakdev,
Ahmedabad-380059

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Deed of Conveyance in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her/their which shall for all intents and purposes to consider as properly served on all the Purchasers.

35. That if the Purchaser/s are found to have committed breach of any of the conditions without prejudice to the right of exclusion of the Purchaser/s from the occupation and membership of the said building and the said Service Society shall have absolute right to compel the Purchaser/s to restore the premises 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/s and transfer it in any manner they like for making good the losses, expenses etc.

36. The transaction covered by this agreement at present is not understood to be eligible to tax under some direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser/s/s on demand at any time.
37. The transaction covered by this agreement is eligible to service tax, VAT, GST if applicable or any other direct or indirect taxes the same shall be borne and payable by the Purchaser/s .
38. All the expenses such as Stamp Duty, Registration Fee, Service Tax, Legal Charges payable to Solicitor etc. and all other miscellaneous expenses in respect of the documents being these presents being executed by the Vendors in favour of the Purchaser/s both present and future shall be borne by the Purchaser/s alone.
39. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT immovable property being **Commercial unit** No. _____ in Block No. "A" admeasuring about _____ square feet i.e. _____ square meters (Carpet Area) situated on the _____ Floor in a building to be known as "**SHASHWAT BUSINESS PARK**" constructed on the Lease hold Right of Non Agricultural Land, bearing Final Plot No.10 Proposed Final Plot No.10/A/P Sub-Plot No.10/A/P/3/1/C admeasuring about 3522.88 square meters(As per Approved

plan of AMC)Town Planning Scheme No.10 (Rakhial) being situate lying at Mouje Rakhial of Maninagar Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad - 7 (Odhav) and situated at :-
_____ Opp. Soma Textiles, Rakhial, Ahmedabad-380023 and same is bounded as follows :

The said Commercial unit is bounded as follows :

On or towards the North : By _____

On or towards the South : By _____

On or towards the East : By _____

On or towards the West : By _____

THE SECOND SCHEDULE ABOVE REFERRED TO

Common Amenities and Facilities in the said Scheme

1. Automatic Elevators in blocks
2. Attractive Main Gate
3. Parking areas under hollow plinth Ground Floor & Basement
4. Overhead water tank above terrace level
5. Under ground water tank
6. Compound Wall
7. Common lines for water supply
8. Electric meter for electricity supply.
9. R.C.C. Road
10. China Mosaic in terrace area

**Description of the
Commercial unit :**

Commercial unit No. _____,Block
No. ____ **SHASHWAT BUSINESS
PARK, Opp. Soma textiles,
Rakhial, Ahmedabad-380023**

Description of the Commercial unit : Commercial unit No. _____,Block No. ____ **SHASHWAT BUSINESS PARK, Opp. Soma textiles, Rakhial, Ahmedabad-380023**

Vendors : _____

Purchaser/s : _____

(28)

In witness whereof the parties hereto have hereunto set and subscribed their hands in Witness whereof the day and month first hereinabove written.

SIGNED AND DELIVERED
BY THE WITHIN NAMED
VENDOR

“SKZ PROPERTIES”, a
partnership firm through its
Authorized signatory/Partner Mr.

In the presence of :

- 1.
- 2.

MEMO OF CONSIDERATION

Rs. _____/- (Rupees _____ Only) Paid by the Purchaser/s to Vendor as and by way of full and final consideration money in the following manners. The receipt whereof the Vendors do hereby acknowledge.

RUPEES	CHQ. NO.	DATE	BANK
Rs. _____/-	_____	_____	Bank
Rs. _____/-	_____	_____	Bank
Rs. _____/-	_____	_____	Bank
Rs. _____/-	_____	_____	Bank
Rs. _____/-	_____	_____	Bank
Rs. _____/-Rupees _____ Only			

WE SAY RECEIVED

“SKZ PROPERTIES”, a
partnership firm through its
Authorized Signatory/Partner
Mr. _____

SCHEDULE UNDER SECTION 32-A OF
THE INDIAN REGISTRATION ACT

<u>VENDOR</u>	<u>PHOTO</u>	<u>LEFT HAND THUMB</u> <u>IMPRESSION</u>
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“SKZ PROPERTIES”, a
partnership firm through its
Authorized Signatory/Partner
Mr._____

PURCHASER/S
