

DRAFT DEED OF CONVEYANCE

For Sale of Premises being **Unit No.-----**, on ----- **Floor**, admeasuring ----- **Sq. Feet** i.e. ----- **Sq. Mts.** (Built-Up Area of structure) of building known as “Siddhi Vinayak Arcade Block B” standing on Permanent Leasehold Commercial purpose Non Agricultural Land Bearing (1) Survey No. 379+380+381/124 admeasuring about 474 Sq. Mts. and (2) Final Plot No. 315 paiki admeasuring about 371 Sq. Mts. of Town Planning Scheme No. 26 totally admeasuring about 845 Sq. Mts. situate, lying and being at, Mouje Vasna, Taluka Sabarmati in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) for **Rs. ----- (Rupees -----Only).**
THIS INDENTURE made at Ahmedabad on this-----day of -----20 -----

BETWEEN

**VENDOR /
PARTY OF THE
FIRST PART**

SERVASHANTI PROPERTIES PRIVATE LIMITED
PAN: AAICS1693J
A Private Limited Company registered under the provisions of Companies Act- 1956, having its Registered Office at A-114, Siddhi Vinayak Towers, B/H DCP Office, Off S.G. Highway, Makarba, Ahmedabad, through its Authorized Director, ----- Age: -- years, Hindu, Occupation Business, Ahmedabad inhabitant and residing at:-----
-----.

Hereinafter called “THE VENDOR” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Vendor and it’s Successors and assigns) of the ONE PART/ THE PARTY OF THE FIRST PART.

**PURCHASER /
THE PARTY OF THE
SECOND PART**

Age: -- years, Occupation: -----, residing at:-----

Hereinafter called “THE PURCHASER” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Purchaser and each of his/her/their/it’s heirs, executors, administrators and assigns) of the SECOND PART/ THE PARTY OF THE SECOND PART.

WHEREAS

1. The Vendor is the absolute owner of the immoveable property i.e. Permanent Leasehold Commercial purpose Non Agricultural Land Bearing (1) Survey No. 379+380+381/124 admeasuring about 474 Sq. Mts. and (2) Final Plot No. 315 paiki admeasuring about 371 Sq. Mts. of Town Planning Scheme No. 26 totally admeasuring about 845 Sq. Mts. situate, lying and being at, Mouje Vasna, Taluka Sabarmati in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi). The said land was acquired by the Owner / Promoter vide Rectified cum Supplementary Sale Deed No. 3283, dated 29/04/2017 at the office of the concerned Sub-Registrar of Ahmedabad-4 (Paldi).
2. In the meantime the Non-Agricultural use of the said piece of land for commercial purpose has been duly sanctioned by Collector, Ahmedabad, vide its Order No. NA/U 1-2/ VASNA/ SECTION-67/CASE NO. 228/2016 dated 22-09-2016.
3. Commencement Certificate (Rajachitthi) was approved and granted by Ahmedabad Municipal Corporation vide its Rajachitthi No. 10179/310717/A8909/R0/M1 dated April 9, 2018 issued by the Deputy Municipal Commissioner (West), Ahmedabad.
4. The Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar under the Registration No (awaited), dated-----.
5. By virtue of absolute ownership and possession of the Project, the Vendor has the sole and exclusive right to sell the Commercial Units of the Project constructed upon the Said Land and to enter into agreement(s) / Sale Deeds with the Purchaser(s) of the Commercial Units and to receive the sale consideration in respect thereof.
6. Servashanti Properties Private Limited has developed the said land and constructed Shops and Offices, in a building known as "Siddhi Vinayak Arcade Block B" on the said piece of land as per Rajachitthi approved and granted by Ahmedabad Municipal Corporation, Ahmedabad.
7. The Vendor herein has agreed to sell **Unit No.** _____, on _____ **Floor**, admeasuring -----**Sq. Feet** i.e. ----- **Sq. Mts.** (Carpet Area) of building known as "Siddhi Vinayak Arcade Block B" (herein after called as "said property") at or for the price/consideration of **Rs. -----/- (Rupees ----- Only)** to the Purchaser herein by execution and registration of Sale Deed required according to the law for the time being in force, on the terms and conditions which has been duly accepted by the Purchaser and such terms and conditions are also contained herein.
8. The Purchaser has/have through its authorized representative verified Plan, Permission, Structural Stability through Architect and Engineer and all Legal Documents of the property including draft sale deed through the Legal Consultant and thereafter, satisfied with the Legal Documents, Structural Stability now the Purchaser has/ have requested the Vendor to execute Deed of Conveyance of the said property being these presents which the Vendor has/ have agreed to do so in the manner as if hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- a. In consideration of the said property contained hereinabove and in consideration of the sum of **Rs. -----/- (Rupees ----- Only)** paid by the Purchaser to the Vendor as appended herein below in the Memo of Consideration on or before execution of these presents (the receipt of the said sum of **Rs. -----/- (Rupees ----- Only)**). The Vendor do hereby grant, sell, assign, release, convey and assure unto the said Purchaser; the said property as also all its right, title and etc. TOGETHER with

full right, and absolute authority as owner and member of the said Project to use, occupy and enjoy all the common facilities and amenities as has been provided for the benefit of all members of the Project, subject to rules, regulation etc. TO HAVE AND HOLD ALL and singular the said property hereby granted conveyed and assured with the right to continue to use, occupy and enjoy the same as owner and member of the said Project subject to payment of rates, taxes, assessments, dues, duties administration charges now chargeable upon the same or hereafter to become payable to any Central or State Government body or any other Public Body in respect thereof including Ahmedabad Municipal Corporation as also Commercial Service Society, and the Vendor do hereby for itself and its executors, administrators and assigns 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 either of them made, done, committed, omitted or knowingly or willingly suffered to the contrary, The Vendor has good right, full power to grant, release, convey, assign and assure the **Unit/ Shop No.-----**, on **----- Floor-----** admeasuring **---- Sq. Feet** i.e. **----- Sq. Mts.** (Built-Up Area) of building known as “Siddhi Vinayak Arcade Block B” hereby granted, released, conveyed and assured or intended or expressed to be unto and to the use of the said Purchaser in the manner aforesaid and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said premises hereby granted with 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 or its successors in business and assigns lawfully or equitably claiming or to claim by, from, under or in trust for it and that it is hereby specifically declared that the Purchaser undertake to observe, perform and obey all the rules, regulations etc., of Commercial Service Society,

NOTWITHSTANDING anything contained hereinabove above, it is hereby declared that the Vendor has transferred, conveyed and assured unto the Purchaser the said property and to have and hold the same subject to such covenants, obligations, conditions, provisions, stipulations as may have been prescribed by the said Project by Vendor and the said Service Society from time to time.

The Vendor hereby declares that all the taxes, cesses, charges and other outgoings payable to the Ahmedabad Municipal Corporation, Torrent Power Ltd payable by the Vendor to any other Statutory Body have been paid in full up to the date of offer of Possession or Sale Deed whichever is earlier by the Vendor. All the cesses, charge, future Government levies, betterment charges and other outgoings payable to Ahmedabad Municipal Corporation, Torrent Power Ltd., other taxes and any other charges claimed by Ahmedabad Municipal Corporation, henceforth shall be paid by the Purchaser only to the said Authorities etc.

- b. The Purchaser, himself and through it's Legal counsel has/have verified the title of the said Land belonging to the Servashanti Properties Private Limited as clear, marketable and free from all encumbrances charge, lien, mortgage and examined the plans, specification, design of the Project and liked the said Property and accordingly has purchased the said property.
- c. The Purchaser has been fully informed about Structural Stability, the quality of the building material, fixtures, fittings to be used and other facilities, amenities to be provided to them, payment schedule, and also the terms and conditions of the sale stated herein.
- d. The Purchaser has been fully informed about the appointment of Developers, Supervisors, Architect and Structural Engineer of the said Project and the Purchaser is fully satisfied about their work and

Structural Stability of building and is satisfied with the same. Hence, the Purchaser is not entitled to raise any dispute with regard thereto in future.

THIS DEED FURTHER WITNESSETH AS UNDER:

1. The Vendor has sold Vacant **Unit being Unit No----**, on ---- **Floor** , admeasuring ----- **Sq. Feet** i.e. --
-----**Sq. Mts.** of building known as “Siddhi Vinayak Arcade Block B” to the Purchaser and Purchaser hereby acknowledge that vacant physical peaceful possession of the said Unit is received by him/her/them/it.
2. The authenticated copies of Certificate of Title issued by Legal Counsel of the Vendor, Property Card, Extract of Village Forms 6, 7/12 and other relevant revenue records showing the nature of the title of the Owners to the Said Land on which the Project is being constructed have also been inspected and the Purchaser is satisfied in respect of the same.
3. The said Project of the Vendor shall always be known as “Siddhi Vinayak Arcade Block B” at, Vasna, Ahmedabad and is not subject to change. The Purchaser will not do any addition alteration or change at the outside surface of the building and the elevation of the building shall always be preserved and maintained. The Purchaser shall not make any temporary or permanent additions or alterations in the building, nor shall do anything which may cause damage or which may weaken the structure of the building, like slab, columns, beams, load bearing walls, etc., also not to dig any holes in the beams and columns of the building, similarly, the Purchaser shall not do anything which will not give proper decorum and decency to the building. The Purchaser shall not carry out any structural change in the premises.
4. (a) The Purchaser/s has/have agreed and admitted that for the purpose of maintenance and management of common amenities, a Commercial Service Society and Purchaser must become member thereof, and also hold requisite share of said Service Society Limited. It is agreed that the maintenance and management of common amenities, facilities services will be carried out by Commercial Service Society and confirm to strictly adhere to such rules and regulations formed from time to time. The Purchaser should take prior permission from the said Society before transferring the said Unit to other individual; further pay the transfer fees as decided by the Commercial Service Society from time to time. The Purchaser shall deposit non refundable interest free deposit in favour of Commercial Service Society towards the maintenance of the said Project without raising any question to the same and also confirm to pay further maintenance charge regularly as regards general administration and management of affairs and matters relating to common amenities, utilities, annual lift maintenance, AMC, Water meter charges, facilities, utilities, annual lift maintenance, AMC, water meter charges, service infrastructures and conveniences of the said Project and generally of common interest and benefit of the Service Society and occupiers of the Unit in the Project.
(b) The Purchaser agrees that all the rules, regulations and by-laws of the Maintenance Society formed by the Vendor for the purpose of maintenance and upkeep of the Project, shall be applicable and binding to him / her / them and he / she / they will perform his / her / their part of obligations and will also become member of said Commercial Service Society. The Purchaser hereby agrees to purchase necessary shares of the Commercial Service Society.
(c) In case of the Purchaser or its transferee / assignee desires to let-out the said Property on Lease / Leave & License basis, shall not be entitled to do so without taking the prior written consent of the Commercial Service Society. And if the Commercial Service Society finds any such kind of usage, shall become entitled to evacuate such users from the said property without any prior intimation / permission.

(d) Any transfer or assignment, improves or by operation law of any disposal in any manner whatsoever, of rights under these presents by the Purchaser or by way of transmission thereof on account of inheritance or succession shall always take effect along with the shares and membership of the Commercial Service Society.

5. It is hereby agreed by the Purchaser that as owner of **Unit No.** -----, on --- **Floor**, admeasuring ----- **Sq. Feet** i.e. ----- **Sq. Mts.** of building known as "Siddhi Vinayak Arcade Block B" in pursuance of this deed he/she/they/it shall deposit with the Commercial Service Society incorporated necessary maintenance deposit, Subsequently the Purchaser shall also pay such amount as may be decided for maintenance. The interest income of lump sum deposit and the amount paid by cheques shall be utilized by the Commercial Service Society towards common recurring expenses, maintenance and other expenses incurred by the Commercial Service Society. The Commercial Service Society shall also be entitled to use/spend the corpus of the fund in case of necessity. The Purchaser shall be required to pay additional amount in future if the Commercial Service Society decides to raise additional amount to meet with such expenses. The Purchaser agrees to this arrangement.
6. It is also agreed by the Purchaser that until execution of sale deeds of all the Units in the said Project, all expenses towards the maintenance and management of common amenities shall be incurred by the Vendor and/or by Commercial Service Society out of the Maintenance Deposit collected from the Purchaser.
7. That the Purchaser from the date of offer of possession or execution of this Sale Deed whichever is first, shall pay all the outstanding and out going towards the Government and Semi-Government Taxes, Local Authority Taxes including Municipal Property Taxes, Electricity Bill of Torrent Power Ltd., AMC Drainage Charges, Water Tax, PNG Gas Usage Charges etc. and all other amounts payable in connection of the said property.
8. The Purchaser shall at his/her/their/its own costs, charges and expenses mutate the said property in his/her/their/its name as absolute owner and occupier in all the government & semi-government records as well as in the records of Local Authority & Torrent Power Ltd., and the Vendor assure that whenever for the same if their sign, affidavit, bond, declaration or any other document is required it will fully co-operate from time to time, provided that there are no outstanding dues towards the Vendor or the Service Society.
9. The Purchaser shall be responsible for the repayment of any loan or financial assistance, if any taken by the Purchaser from any financial institution for financing the purchase of the said property or any business. The Vendor shall not have any liability or responsibility in this regard.
10. 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.
11. That the Purchaser shall not do or permit to be done on the said premises which may cause nuisance, annoyance or disturbance to the other Unit owners, Purchaser shall not interfere or cause damage to the Property, such as, colour of the building, structural changes, change in elevation, water supply lines, drainage lines, streetlights etc. The property is to be used for official/commercial purpose only. The property cannot be used as residence.

12. Until Individual assessment of Unit of the said Project is done, the Purchaser shall pay regularly all local and Central Government Taxes including Local Authority tax, education cess, electric burning charges, water charges, Administrative/ Maintenance expenses of the Vendor Company, etc. as fixed by the Service Society from time to time.
13. The Purchaser hereby irrevocably agrees that the terraces on the top of the said building shall always belong to Vendor. The Purchaser agrees that the terrace is not common property and is not entitled to have any right upon the terrace of the building. The Vendor shall be entitled to sell/transfer, give on lease/rent to any other person/company etc., for putting up advertising board, hoardings, neon signs for business, and/or profession as permitted by law and for putting up tower upon it by telecommunication companies or enjoy the same for such other purpose and in such manner as it may deem, fit and proper. The Vendor at all times shall be entitled to make construction over the terrace of the building, as per available Floor Space Index (FSI) under the building regulations of the local authority. The Purchaser shall not be entitled to restrain and/or obstruct the Vendor from doing so. It is also made clear that such persons/companies shall be entitled to use, utilize and enjoy all common amenities, facilities and services as also all common portions meant for the common use of the owners/occupiers of the premises in the building and Purchaser is/are not entitled to restrain and obstruct such use, occupation and right of said party. The occupiers of the terraces and his/her/their/its invitees shall always be entitled to use the stair cases, lifts, all common facilities etc at par with other members of the Project. The Purchaser herein shall not have any right, title or interest in the said terraces of the building. The Purchaser herein agrees that he/she/they/it shall not claim any right in the terrace as he/she/it does not possess it. The Purchaser agrees that he/she/they/it has/have not paid any amount, which entitles him to use the terrace.
14. It is agreed by & between the parties that in future if building bye-laws shall change/modify and more construction or FSI is permitted, then the Vendor shall have right to put up additional construction of one or more additional storeys as permitted on the terraces/ open space and such construction shall absolutely belong to the Vendor. Further Vendor shall have right to use and claim floating FSI as per the rule and regulation of Regulating Authority from time to time and the Vendor shall be entitled to deal with and / or dispose of the same in the manner the Vendor may deem fit and proper. Such additional construction, its transferee shall have right to take full support, shelter or protection of the existing structure, construction, columns, beams, slabs, walls etc., the Owners or occupiers of such new additional construction shall be entitled to all benefits and privileges as regards the use of the common amenities, facilities, services and the use utilization and enjoyment of common portions meant for common use in the same manner as other owners or occupiers of the building.

It is further specifically agreed and understood that the Vendor is also entitled to utilize the FSI available on the building and make all necessary permission to construction on account of land of final plot is being amalgamated to any adjacent plot of land. The Purchaser hereby expressly authorizes the Vendor to sign, put up amalgamation plans, revised plans for construction before the local authorities. The Vendor shall not take any consent regarding the same from The Purchaser. The entire lawful act done in respect to aforesaid purposes shall always be binding to the Purchaser and the authority given hereby shall always remain alive and never be revoked by the Purchaser or his/her/their/ its Transferee or assignee.
15. Whereas it is made expressly clear that the Purchaser is not given any right belonging to Future F.S.I. and the Purchaser shall not be entitled to use the said Future F.S.I. or any part thereof for any purpose whatsoever and whereas the Vendor or its assigns or transferees reserves the right to use that future F.S.I. rights to utilize the same in a manner as and when (even after handing over of the

possession of the units to the concerned Purchasers) they deem fit at their own discretion without asking for any approval from the Purchasers or its assigns or transferees shall be entitled to utilize the said Future F.S.I. on such terms & conditions as the Owner or its assigns or transferees deem fit and the income thereof shall be of the Owner's or its assigns' or transferees'. And for any of the above referred activity initiated by the Owner or its assigns or transferees Purchaser shall not raise any objection for the same and the Owner or its assigns or transferees are not required to obtain any permission prior to initiating any such activity. And the strength of the structure of each building in the Project has been pre-planned for the total construction of more than approved under existing plan, considering the future gain in F.S.I. and accordingly permission of constructing additional floors in future. The Purchaser is to be informed by the Owner regarding such planning for additional construction in future and accordingly Purchaser is well aware regarding same and shall never raise any objection and if any raised in future all such objections will be considered as null and void. The Vendor reserves the exclusive ownership and possession rights of the Terrace situated on the Top Floor of the Building. Accordingly the Owner is entitled to use the said terrace or transfer / assign the terrace in part or in full at its sole discretion and income thereof will of the Vendor only. And whereas the Vendor or their assigns or transferees reserves the right to construct additional floors on or above the terrace or to transfer the said Future Built-Up F.S.I. to any other of their project or to transfer the same to any third party to utilize the same to any other project of any third party. And for any of the above referred activity initiated by the Vendor or their assigns or transferees The Purchaser shall not raise any objection for the same and the Vendor or their assigns or transferees are not required to obtain any permission from the Purchasers / their transferees / assignees or from the Maintenance Society prior to initiate any such activity. Only the terrace situated above the stair cabin has been kept as common terrace for all the members.

16. The Vendor shall be entitled to all future vertical and horizontal exploitation of the Project and/or the said premises by way of additional construction or otherwise and for the purpose has and may acquire neighboring or adjoining properties and extend the common services and facilities provided herein, including ingress and egress through this Building to such acquired neighboring or adjoining /adjacent properties including ingress and egress through such adjoining /adjacent properties/premises.

The Purchaser hereby covenants with the Vendor as follows:

1. The Purchaser or his/her/their/it's employees, agents, contractors will not at any time demolish or cause to be done any additions/ alternations / modifications of whatsoever nature to the said property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said property, or the neighboring premises or to the said Building. The Purchaser shall not be permitted to put up anything in passage including air conditioners, or closing or encroaching of passages or lounges or make any alterations in the elevations and outside colour scheme of the property (including shutters) acquired by the Purchaser.
2. The Purchaser shall insure and keep insured the Said Unit against loss or damage by fire, earthquake, riot, war, flood, civil commotion, Act of God or such other risk to the full value thereof in the name of the Purchaser with nationalized insurance company of repute having office at Ahmedabad and whenever required he/she/they/it shall produce to the Vendor the policy/policies of such insurance and the receipt for the last premium paid in respect thereof and in the event of the said Unit being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the said Unit being damaged or destroyed by fire or otherwise

to expend the insurance money for the repair, rebuilding or reinstatement of the Said Unit as soon as reasonable, practical and required.

3. The Purchaser shall not do or permit to be done any act or things which may render void or voidable any insurance of any premises in the building or any part of the building or cause any increased premium payable in respect thereof.
4. Not to close or permit the closing of foyers or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls or any external walls, or both the faces of outside doors and windows, including grill of the said unit which in the opinion of the Vendor differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building.
5. Not to do any act deed or thing to obstruct the construction and completion of the said Unit or Building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said unit.
6. Not to discharge into any conduiting 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, bio medical waste which may cause an obstruction or might be or become a source of danger or which might injure the conduiting medial or drainage of the said Project.
7. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
8. Not to install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Vendor.
9. The Purchaser shall not be entitled to transfer or assign the said property without prior written consent of the Vendor and / or Maintenance Society. Such transfer can be made subject to the payment of the Transfer Fees to the Vendor/Service Society for such transfer / assignment being made to Third Party at the sole discretion of the Vendor.
10. The Purchaser shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from his/her/their/its offices in the common passages, balconies, compound or any portion of the said Building.
11. The Purchaser shall not put any boards/hoarding without the prior written permission of the Vendor. The Vendor will provide necessary dimensions and sizes for the signage to be displayed at the entrance of their offices. The Purchaser shall be allowed to put its board on the entrance wall of said property and shall also follow the instructions of the Service Society regarding location, dimension and size of the signage.
12. The Purchaser shall maintain at his/her/their/it's own costs the property in good condition and shall abide by all bye laws, rules and regulations of the Government, the Ahmedabad Municipal Corporation and Torrent Power Limited and any other authorities, local bodies, and the Commercial Service Society and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Deed.
13. The Purchaser shall not alter/change the size and shape of the door, windows, shutters etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling etc. of the said Project. The Purchaser shall be provided suitable place for fixing split Air Conditioner Units in the said Project.
14. The Purchaser shall permit the Vendor/management, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 8 hour's

notice (In emergency, less than hour's notice) to enter in to and upon property 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 services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the utilities to the unit or any other unit in the building in respect whereof the Purchaser or the occupier of such other office as the case may be; shall have committed default in paying its share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Commercial Service Society as the case may be.

15. Similarly the leakage of water from the toilets, bathrooms and pantry is also likely to happen in Purchaser's office as from the neighboring and upper units. Seepage is likely to appear on the walls of Purchaser's unit and that may deteriorate the paint and plaster on the walls. Purchaser is/are aware that water is a substance, which is likely result into leakages. 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, vibration of heavy duty machines, hot Water, hard water, rough use, renovation, demolition, removal of pipelines 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 agrees that the Vendor or the Commercial Service Society shall not be liable for any damage in the unit due to leakages, demolition, renovation or termination in the said Unit.
16. After obtaining previous written permission of the Service Society, the Purchaser shall be entitled to transfer/sell, convey, mortgage, charge or in anyway encumber or deal with or dispose of its said Property or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said property and such approval shall not be normally denied unless the Purchaser/occupier has committed breach or default in compliance of the terms and conditions of this sale deed or any other agreements entered into with or rules, resolution of the Service Society as the case may be. Or if the Purchaser does not pay transfer fees to the Commercial Service Society and if the activities of the transferor or transferee are not suitable to the building or the Service Society.
17. All the expenses such as Stamp Duty, Registration Fee, etc. and all other miscellaneous expenses in respect of the documents to be executed in favour of the Purchaser shall borne by the Purchaser only and if any additional Stamp Duty is required to be paid then same will be paid by Purchaser.
18. The Purchaser and persons to whom the said property is ultimately transferred, assigned or given possession of shall observe and perform the bye laws and/or the rules, regulations, and resolutions, which the said the Commercial Service Society may make with the additions, alternation or amendments thereto for the protection, maintenance, use and transfer of the said building, unit and other space premises therein and/or in the compound. He/ She /They/ It will also abide by the building rules, regulations and bye-laws for the time being of the Ahmedabad Municipal Corporation and other statutory bodies. The Purchaser and the person to whom the said property is let, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid by the Commercial Service Society regarding the occupation and use of the building and/ or the said unit or other spaces and /or parking spaces therein and shall pay the contribution regularly and punctually towards the taxes and /or management expenses or other out goings in accordance with the terms of this deed and as may be decided by the Commercial Service Society from time to time.

All the terms, conditions, stipulations and provisions of this deed shall be binding upon the transferee of the Purchaser. That the Sale/transfer of the other portion of the building including terrace and basement shall not be questioned by the Commercial Service Society of the building and the Purchaser herein.

19. The Purchaser will not use or permit to be used the said Unit or any part thereof for Residential purpose, including without limitation, dairy, club, gymkhana, video game parlor, call centre, inland & overseas communication centre, cyber cafe, Printing press, garage, service and Automobile Garage (Repairing / Maintaining Center or Vehicle Washing Center or any kind of Workshop), beauty parlor, boarding house, guest house, eating or catering place, restaurant or catering services or a meeting place whatsoever. Not to use the said property or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys. Prior written permission should be taken by the Purchaser for the purpose of nursing home, consulting doctors, medical laboratory, maternity home or surgical hospital.

In the case of natural calamity such as earth quake, War, or any others natural calamity or any reasons beyond human control if Building gets damaged, then Purchaser has/have right to reconstruct his unit jointly with other owners and members of the service Society.

The said Property is located within the limits of Vasna Police Station of Ahmedabad city and is within areas covered by the Gujarat Prohibition of Transfer of Immovable Property Provision for protection of Tenants from Eviction from premises in Disturbed Area Act, 1991 and therefore prior permission of District Collector of Ahmedabad for the transfer of the said property is required to be obtained.

The Vendor has handed over the actual physical and vacant possession of the **Unit No.**----- on _____ **Floor**, admeasuring ----- **Sq. Feet** i.e . _____ **Sq. Mts.** of building known as "Siddhi Vinayak Arcade Block B" at the time of this Deed of Conveyance to the Purchaser and the Purchaser accept it.

IN WITNESS WHEREOF, the Vendor and the Purchaser have hereunto set and subscribed their respective signatures hereto in the manner hereinafter appears at the place on the day and year first hereinabove written.

SCHEDULE A

All that premises being **Unit No.**_____ - on _____**Floor**, admeasuring ----- **Sq. Feet** i.e.---- **Sq. Mts.** along with undivided proportionate share in the land of building known as “**Siddhi Vinayak Arcade Block B**” standing on Permanent Leasehold Commercial purpose Non Agricultural Land Bearing (1) Survey No. 379+380+381/124 admeasuring about 474 Sq. Mts. and (2) Final Plot No. 315 paiki admeasuring about 371 Sq. Mts. of Town Planning Scheme No. 26 totally admeasuring about 845 Sq. Mts. situate, lying and being at, MoujeVasna, Taluka Sabarmati in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) more particularly described in the Plan attached herewith and same is bounded as follows.

On or towards East:

On or towards West:

On or towards North:

On or towards South:

Signed Sealed and Delivered

Signature

By the within named Vendor,

SERVASHANTI PROPERTIES PVT LTD

The Party of the First Part

Represented by its Authorized Director

Mr. -----

In the Presence of:

1.-----

2. -----

MEMO OF CONSIDERATION

Cheque Date	Cheque No	Amount	Bank name	Bank Branch

Received,

Servashanti Properties Pvt Ltd

Through its Authorized Director

----- (Signature) -----

Mr. -----

SCHEDULE UNDER SEC. 32 (A) OF THE REGISTRATION ACT:

VENDOR

SERVASHANTI PROPERTIES PVT LTD,
Represented by its Authorized Director

----- (Signature)-----

Mr.-----

Thumb Impression

PURCHASER

----- (Signature) -----

Mr. -----