

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

Sale Deed

Rs./-
(Rupees Only).

A Shop situated in the commercial project “**MAHEK IT PARK**” constructed on non-agricultural land of City Survey No. **3371/2**, Ward no. Katargam-1,having T.P. Scheme No.03 (Katargam), **Final Plot no.11**, admeasure 2975 sq. mtrs. located at Kasanagar, Sub District Surat City, Dist. Surat and subject property as mentioned in schedule:

Project: - “MAHEK IT PARK”

RERA Project Reg no.

This SALE DEED executed on this_____day of month_____of 2022

This sale deed executed in favour of

PURCHASER/ALLOTTEE HEREINAFTER PARTY OF THE FIRST PART :

1) MRS.

Aged Years, Occupation: Business, By Caste : Hindu

Pan No:

Aadhar Card No :

2) MR.

Aged Years, Occupation: Business, By Caste : Hindu

Pan No:

Aadhar Card No :

Both Residing At:

(It shall mean and include his heirs, executors, power of attorney holders, administrators, legal representatives, successors etc.)

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

And

This sale deed executed by

SELLER/ PROMOTER HEREINAFTER PARTY OF THE SECOND PART :

M/S. MAHEK CORPORATION, A PARTNERSHIP FIRM,

(PAN: ABGFM 6456 R)

Address: T.P.S. No. 03, F.P. No. 11, Maganvadi, Opp. Kasanagar, Nr. Rjd
Business Hub, Katargam, Surat

through its authorized Partner:

NARESHBHAI BHIKHABHAI GABANI,

Aged: 43 years, Occupation: Business/ Farming, By Caste : Hindu,

Residing At: 10, Trupti Society, Ved Road, Surat.

(It shall mean and include his heirs, executors, power of attorney holders,
administrators, legal representatives, successors etc.)

**1. THAT THE SECOND PARTY HEREBY EXECUTES THE SALE DEED IN
FAVOUR OF FIRST PART ARE AS BELOW:-**

A Shop/officeno... situated in the commercial project “**MAHEK IT
PARK**” constructed on non-agricultural land of City Survey No. **3371/2**, Ward
no. Katargam-1,having T.P. Scheme No.03 (Katargam), **Final Plot no.11**,
admeasure 2975 sq. mtrs. located at Kasanagar, Sub District Surat City, Dist.
Surat and subject property as mentioned in schedule and herein after known
as ‘Said property’ or ‘said unit’ or ‘saidshop’. That the second party is the
absolute owner, holder, and possessor of the said property and also
authorised to administer, transfer, sale and to deal in said property and
considering the said rights we second party have sold said property to first
party **with consideration of Rs...../- (Rupees.....Only)**by
registered Agreement for sale without possession vide registration
no....., dt-..... in the office of Sub-registrar Katargam and

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

first party was agreed to purchase said property with a terms as mentioned in such registered agreement for sale and as of today the sale deed is registered in the name of first party.

The Purchaser(s) has, on or before execution of this Deed, verified and satisfied himself/ herself/ themselves as to the area of the said Shop/office, plumbing works, electric works, sanitary works, working of water fixtures and fittings, locking devices, doors, windows, glass, tiles and all other facilities, amenities and fittings in the said Unit, water supply and electricity connection, the common facilities and amenities of the said Building;

That there is no conflict between parties related to size, carpet area, consideration, structure, workmanship and construction work or amenities etc. that means first party and second party have no dispute at all for any matter concerned regarding above said property.

2) The details about the TITLE of above said property:-

Property registered vide Survey No.322 in village record of Katargam at present Taluka, Tal. Choryasi, Moje Katargam was originally carryon on the name of Vallabhbhai Bavjibhai, previous to since 1931. Cause to death of said VallabhbhaiBavjibhai as an heir of him, his minor son Dhanabhai Vallabhbhai and Maganbhai Vallabhbhai as a guardian of minor their uncle Hirabhai Bavjibhai's name entered in the Revenue Record. For which entry entered in the Revenue Record vide No.442, dtd.22/04/1931. That entry has been certified.

Said land carryon as a new tenure land, in spite of that, without permission of the Collector and without paying premium amount in the Government, unauthorized construction had been done. Therefore infringement done of section 43 of The Tenancy Act, as per section 84(C)(2)

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

of The Tenancy Act disputed land along with in it construction to entered under control of Government and to disposed-off it as a Government Land, on basis of order No. Tenancy Case/5/86/84-A, dtd.29/07/1986 of The Hon'ble Additional Mamlatdar and Agricultural Commission (Tenant) Choryasi, Surat, by deleting names of Dhanabhai Vallabhbhai and Maganbhai Vallabhbhai carryon as a possessor in the said land, name had been entered of Hon'ble Government. For which entry had been done in the Revenue Record vide Entry No.7535 on dtd.01/09/1986. That was certified.

After that by aggrieved with order No. Tenancy Case /5 /86/84-A, dtd.29/07/1986 of The Hon'ble Additional Mamlatdar and Agricultural Commission (Tenant) Choryasi, Surat, landlord had filed appeal therefore, Hon'ble Deputy Collector of Choryasi province, Surat approved dispute application of the plaintiff by order No. Appeal No. Tenancy/A/32/86, dtd.31/10/1987 and rejected order of lower court. And for the new tenure land to inspect only for village record, newly notice issued to the parties, thereby remand the case to take decision newly. For this remand case proceeded therefore Hon'ble Additional Mamlatdar and Agricultural Commission (Tenant), Choryasi issued order for resolution by order No. Tenant/Case No.139/90, dtd.07/01/1991 that, for the disputed land previously order issued to withdraw notice of 84(A) of The Tenancy Act by Tenancy Case No.18/88, dtd.17/12/1988, therefore not required to proceed the case again therefore resolution issued to withdraw the issued notice. But in this case investigation not done property cause to that, taken in revision under section76(A) of The Tenancy Act. For that, hearing done and kept permanent the order of lower court dtd.07/01/1991 by order No. Tenancy/ Revision/ Case /45/91, dtd.24/07/1991 of The Hon'ble Deputy Collector (L.R.) and for the breach of condition concern to land by examining under The Chakariyat VethInami Abolition Act, by proceed that procedure

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

instruction given to the Agriculture Commission, Choryasi to take action under provision of said law. As per instruction of The Remand Order, by make entry on Remand Case Regi.No.9/94, by proceed the same order issued to withdraw the notice of Section 84(A) of the Tenancy Act of infringement of section43 of The Tenancy Act under Order No. Tenancy Case No.9/94, dtd.25/04/1994 of the Hon'ble Additional Mamlatdar and Agriculture Commission (Tenant) Choryasi. Therefore, by deleting name of the Government continuing in the record of 7/12 thereby entry done to enter name of original landlord. That entry was entered in the Revenue Record vide Entry No.8965/9536, dtd.17/09/2001. That entry was certified.

After that from the said owners, Dhanabhai Vallabhbhai was expired on 12/01/1998, therefore as a legal heirs of him (1) Ambaben Dhanabhai alias Dhirajlal Katargamwala (wife) (2) Pratapbhai Dhanabhai alias Dhirajlal Katargamwala (son) (3) Mrs. Lilavatiben Narendrabhai Solanki (daughter) (4) Miss Hasumati Dhanabhai alias Dhirajlal Katargamwala (daughter) (5) RanjnikantDhanabhai alias Dhirajlal Katargamwala (son) (6) Arunkumar Dhanabhai alias Dhirajlal Katargamwala (son), their names entered in the revenue record. For which entry had been done in revenue record vide entry No.9536, dtd.31/08/2005. That entry certified on 24/10/2005.

After that, said landlords for deleting charge of Rs.2000/- on the said land, application had been done therefore entry has been done of release the charge on basis of certificate dtd.21/02/2014 of The Gujarat State Co. Operative Agri& Rural Development Bank Ltd. Choryasi Branch. For that entry, entered in the revenue record vide entry No.10803, dtd.26/02/2014. That entry was certified on 08/05/2014.

After that, from the said owners, Maganbhai Vallabhbhai expired on 07/03/2006, therefore as a legal heir of him names of (1) Dolatben

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

Maganbhai (Death) (2) Nanduben Maganbhai Wo Ishwarbhai (3) Maheshbhai Maganbhai (4) Kamalaben Maganbhai wife Motibhai (Death) (5) Bipinbhai Motibhai, Ambaben Dhanabhai alias Dhirajlal Katargamwala expired on 22/09/2009 therefore her legal heirs on basis of affidavit done before The Tehsildar and Executive Magistrate, Mumbai City, dt. 15/01/2014 (6) Pratap Dhanabhai alias Dhirajlal Katargamwala (Death) (7) Arunkumar Dhanabhai alias Dhirajlal Katargamwala (8) Rajnikant Dhanabhai alias Dhirajlal Katargamwala (9) Hasumati Dhanabhai alias DhirajlalKatargamwala (10) LilavatiDhanabhai alias DhirajlalKatargamwala, PratapDhanabhaialaisDhirajlalKatargamwala's legal heirs (11) SonalbenPratapKatargamwala. From them (1), (4) and (6) expired names of Sr. No. (7) to (10) are carryon, entry has been done to enter names of Sr. No. (2), (3), (5), (11) in account of expired person and to delete names of MaganbhaiVallabhbhai, AmbabenVallabhbhai alias DhirajlalKatargamwala, PratapDhanabhai alias DhirajlalKatargamwala. That entry entered in the revenue record vide entry No. 10804, dt. 26/02/2014. That entry was certified on 04/06/2014.

Thus, (1) Mrs. nandubenishwarbhai D/O maganbhaiVallabhbhai, (2) Mr. Maheshbhaimaganbhai, (3) bipinbhaimotibhai and (1) Mrs. LilavatibenNarendrabhai Solanki (2) Mrs. HasumatibenDhanabhai alias DhirajlalKatargamwala (3) Mr. RajnikantDhanabhai alias DhirajlalKatargamwala (4) Mr. ArunkumarDhanabhai alias DhirajlalKatargamwala (5) Mrs. SonalbenPratapbhaiKatargamwala are became owner, attorney and possessor of the said entire land.

To the said lands applicable Town Planning Scheme No.3 (Katargam) therefore allotted Final Plot NO.11 to the land of Survey No.322 and as per that area of said land allotted as 2975 Sq. Mtrs. Application has been done

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

to convert the said land in old tenure from new tenure for commercial purpose, by approving the said application, Hon'ble Collector issued order to pay the Premium, as per that amount of Premium Rs.2,24,91,000/- paid by the Challan No.65/17-18m therefore Hon'ble Collector of Surat issued order to convert the said land in Old Tenure for the Commercial purpose of non-Agriculture by order No. A/REV/ NTL/ Vashi.3005/17, Regi.No.40/2017, UID: 31545, dtd.6/11/ 2017. For that entry has been entered in the revenue record vide entry No.11196, dtd.17/12/2017. That entry certified on 21/02/2018.

After that, (1) Mrs. nanduben ishwarbhai D/O maganbhai Vallabhbhai, (2) Mr. Maheshbhai maganbhai, (3) bipinbhai motibhai, (4) Mrs. Lilavatiben Narendrabhai Solanki (5) Mrs. Hasumatiben Dhanabhai alias Dhirajlal Katargamwala (6) Mr. Rajnikant Dhanabhai alias Dhirajlal Katargamwala (7) Mr. Arunkumar Dhanabhai alias Dhirajlal Katargamwala (8) Mrs. Sonalben Pratapbhai Katargamwala has made application for Commercial purpose Non-Agriculture to the Collector of Surat, so he given permission of non-Agriculture by his order No. A/LND/Urgent/Serial No.419/17, ID No.218151/Vashi 1968 to 1983/ 2018, dtd.19/03/2018.

Thus, (1) Mrs. nanduben ishwarbhai D/O maganbhai Vallabhbhai, (2) Mr. Maheshbhai maganbhai, (3) Mr. bipinbhai motibhai became owner, attorney and possessor of the schedule stated and detail having land i.e., Half Share land towards North side. Thereafter, the said land owners (1) Mrs. nanduben ishwarbhai D/O maganbhai Vallabhbhai, (2) Mr. Maheshbhai maganbhai, (3) Mr. bipinbhai motibhai sold the said land to Mahek Corporation by registered sale deed on 29/08/2018. The said sale deed was presented in the office of the sub-registrar, Surat at serial no. 22678 on 29/08/2018 and registered at new serial no. 21975 on 29/08/2019.

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

Thereafter, the said land owners (1) Mrs. Lilavatiben Narendrabhai Solanki (2) Mrs. Hasumatiben Dhanabhai alias Dhirajlal Katargamwala (3) Mr. RajnikantDhanabhai alias Dhirajlal Katargamwala (4) Mr. Arunkumar Dhanabhai alias Dhirajlal Katargamwala (5) Mrs. Sonalben Pratapbhai Katargamwala sold Half Share land towards South side to **M/s. Mahek Corporation by registered sale deed on 03/04/2019**. The said sale deed was presented in the office of the sub-registrar, Surat at serial no. 7657 on 03/04/2019.

A Permission For Construction Was Granted By SMC Vide Permission No. TDO/DP/No. 004, Dated 04/04/2022.

Then the partners of “M/s. Mahek Corporation” have organised the project “MAHEK IT PARK” on such non-agricultural land and partners of firm are 1.2.3... and any one partner is authorised to sign and execute sale deed in favour of purchaser and to present and to do all the relevant activities in the office of sub registrar for registration of sale deed. By this authority this sale deed is executed in favour of first part cum purchaser.

The Promoter / Second Part Means The Partners of “**M/s. Mahek Corporation**” Has Given Special Power Of Attorney To **Mr. And Mr.** Out of both any one person can remain present before The Sub Registrar Office and Executes Deeds. The Said Special Power of Attorney Is Registered in The Office Of The Sub Registrar, At **Sr. No.**On.....

3) NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

3.1. TRANSACTION: That we second party has received below detailed cheque for the consideration amount against schedule property are as mentioned below: -

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

DETAILS OF PAYMENT

Sr.No.	DETAILS	CHEQUE NO	DATE	AMOUNT

The Purchaser(s) is aware that the Finance Act, 2013, has inserted Section 194 IA in the Income Tax Act, 1961, whereby any credit given or any payment made on or after 1st June, 2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source (TDS) at the rate of 1% or such other percentage as may be prescribed by applicable laws where the aggregate consideration is equal to or more than Rs.50,00,000/- (Rupees Fifty Lakh only)(or such other limits as may be prescribed in this regard) and as such the Purchaser(s) is aware that the Purchaser(s) has to deduct TDS at the time of making payment or effecting credit of such sum to the account of the Developer. Such TDS has to be deducted on the Invoice Value including the amount of taxes, if any. Accordingly, prior to the execution of this Deed, the Purchaser(s) has paid the Sale Consideration (along with the taxes in respect thereof) of the said Unit. The Purchaser(s) undertake that the Purchaser(s) has / shall provide a copy each of all such Tax Deduction Certificates to the developer for their records as per the applicable provisions contained in the Income Tax Act and regulations made thereunder from time to time.

That the possession of the said shop is handed over to purchaser by promoter against payment of consideration. And all other expenses related to electricity meter connection (deposit, charges, fees etc), electric

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

substation’s expense Proportionate share, Legal Fees, Fees &Expense for forming and registering the Society or Association or a Limited Company, GST and related taxes etc. and other any charges/ penalty Have to pay extra by purchaser to seller/promoter or organiser or third party as decided by seller/promoter.

The Purchaser(s) agrees that he/ she shall be liable to bear and pay to promoter or any agency appointed by promoter, the proportionate share of outgoings at actuals including insurances, municipal taxes, water and electricity charges, cess, ground rent (if any), public charges or such other levies by the concerned local authority and/ or State or Central Government.

4. PURCHASER(S)’ COVENANTS

The Purchaser(s) agrees and covenants with promoter as under:

That the ownership with possession is handed over to purchase by seller and the purchaser cum first party is hereby acknowledged the same and also satisfied about construction quality, materials, workmanship, structure and physically checked the same, That the purchaser has purchased shop in the present condition as shown in the photograph of the such shop attached in the schedule of this sale deed and in the said shop no work is pending from promoter side And there are not any objections, dispute for the same and it will not arise in future too.

That we second party has shown all the plans and designs to the purchaser about the schedule property and all the terms and conditions are acceptable and binding to purchaser and the construction of said property is made as per passed plans and in compliance of applicable laws and in supervision and advice of architect and engineer. The purchaser has purchased the property after due checking and verification and any damage

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

in the said property or part of it due to natural hazards i.e. earthquake, flood, fire, hurricane, other or due to any man made hazards like curfew, rioting, storms, without consent / approval of architect, promoter & SMC if any members/purchaser do alteration- modification and demolition of structure and create load on structure or any part of building etc. Then the purchaser/members will solely responsible for the same and directly or indirectly seller would not be liable for any technical, financial or legal matter regarding above said property. The first party has accepted and taken the possession of the said property and purchaser accepts to make all the repairing in the said shops from today at their own expenses subject to prior consent from promoter and architect if any, considering the facts the purchaser will not raise any objections, not make any applications, sui or any legal case before any court or authority regarding area, size, design, road and related expenses, drainage, maintainable and development expenses of C.O.P etc. And all the expenses for the damage due to natural or artificial hazards would be borne by purchaser or society or their associations and no legal action shall have initiated against seller by purchaser for above said matters and if initiated then considered as void-ab-initio.

In case of any damage occurs due to accident or any other reason in the building then the repairing expenses shall be paid by the purchaser or occupier of such unit/shop and on payment of such repairing expenses ownership rights can be enjoyed by the purchaser or occupier of such unit/shop.

That on the top floor of the building have terrace and such terrace would be considered as common facilities of association of all unit/shop holders. And on the Floor the open terrace shown in a plan is balcony and

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

open area for office no.... & such terrace would not be considered as common facilities.

That by this sale deed the seller has only sell the scheduled property and no other right is granted with this property and in case any change in the construction of the said shop/building, no action shall be initiate before any authority or court of law or not make any conflict in the same. If any plan is revising or to increase in floors of the present building in case need to apply for permission of concerned authority, then it shall be considered as implied consent of the purchaser by this deed and in case need separate consent or declaration then the purchaser shall bound to give the same immediately without any consideration. And the purchaser will not raise any conflict, objection or disputes in the same and if any then considered as void ab initio.

That the said property is given for exclusive commercial use and no other use shall be allowed, and not to do any act which disturbs or creates nuisance to neighbour, other shop holders or member of the building and not to store any substances which are hazardous, flammable and cause damage to the building and not to carried out prohibited activities.

The Purchaser(s) agrees that he/ she shall not use it for boarding house, club house, nursing home, Non-vegetarian food eating or catering place, spa /therapy, industrial& gambling activities or automobile garage (repairing /maintaining centre or vehicle washing centre or any kind of workshop)or for any other purpose without the prior written consent of the promoter.

That as of today said property is handed over from exclusive possession of us to you and you become the exclusive owner, holder and possessor of the said property and become legal owner of the said property. That the possession of said shop/unit is handover to the purchaser to carry

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

out the works related to internal flooring, electric fitting, lift fitting, furniture, colour etc. and such works shall be carried out subject to conditions as mentioned in the sale deed or any other applicable laws.

All the works in the shop /building as described in the third schedule of the sale deed will provide by promoter/builder and all other works shall be arranged by the purchaser of shop/unit Internal plaster &flooring, electricity fitting, colour works shall carried out by purchaser with prior written consent of promoter and architect. And same shall not create nuisance or disturbance to other shop/unit holder of the building. No change in the plumbing system can be carried out by purchaser of unit/shop holder.

Or

Promoter has taken part/full building usage certificate and the purchaser is aware of the remaining construction of 4 FSI and has no objection in the remaining part of the building to complete and has his/her full consent to it and do not have or will claim any rights on the remaining property/units their merger, their commercial usage etc.

The Purchaser(s) agrees that he/ she shall not protest, object to or obstruct the execution of the balance/ further construction work nor the Purchaser(s) shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him or any other person(s) for any inconvenience, hardship, disturbance or nuisance caused to the Purchaser(s) for reason thereof.

The Purchaser(s) agrees that he/ she shall be responsible for getting his/ her name mutated in the records of the appropriate authority with

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

respect to the said Unit and shall not hold promoter liable/ responsible to mutate his/ her name with respect to the said unit.

That the structure of shop shall not change as sealing, column, slab and walls shall not change, not make any change which cause damage to the building or load on structure or change in outer colour and doors and windows shall kept at same place as originally designed and not to put windows, electronic appliances or other substances by removing or changing in the wall and in internal design can be changed subject to written consent of the architect, engineer and promoter and such change shall not affect overall design and structure of building and in case first party fail to obtain above consent then any damage or loss suffer to other parties would be sole responsibility of the first party.

It is hereby agreed that except for name plate which shall be put up by the Purchaser(s) in designated area, the Purchaser(s) shall not put up any sign board or any such displays on the said Unit or any part of the said Building.

Any change in the internal structure of the shop/ unit shall be carried out by the purchaser of shop/unit with the prior approval of Surat Municipal Corporation and subject to compliance of applicable rules and regulations subject to such changes or construction shall not damage to the present walls or building. All the responsibility related to construction shall be lies with purchaser of the unit/shop and all the expenses for such changes or construction shall be borne by purchaser of such unit/shop. In no case beam, column, slab shall be damage and in case such damage is found then legal (criminal) action may be initiated on such party.

No animals shall be kept or allowed inside or outside of the premises, not to do any activity which is considered as nuisance or annoyance to other

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

unit/shop holder in the building. It is also clarified between unit/shop holders and promoter/builder that any mobile tower, hoardings, boards or any other material shall not be kept on the terrace of the building without prior written approval of the promoter/builder.

Common passage, open space, stairs, parking etc. shall be utilised only as walking area or to park the vehicles. Purchaser shall not put any goods or other material at mentioned space and not to create any hurdles or disturbance at such location. The vehicle shall be parked at such place and location as decided by the association of unit/shop holders.

That the charges for the rented unit/shop, common amenities or charges on other events shall be payable as decided by the association or society and no conflict or dispute shall be raised for the same. In future if such unit/shop is sold then the name in the association shall be updates immediately on transfer or sale of such unit/shop and association also needs to check that the decided fees/charges or any amount is paid on such transfer before granting any NOC for such transfer. On payment of decided fees, NOC shall be granted by association or society and then only the sale of such unit/shop shall be affected. After three legal notices about violation of any term, condition, rule or regulation of the association, the sale deed shall be automatically considered terminated or cancelled and on understanding such condition, the purchaser of such unit/shop have purchased the unit/shop and same shall be binding on the purchaser/holder of such unit/shop.

Lift or Fire license shall be obtained and renewed from time to time by the association or society as per applicable rules and regulations. Promoter/builder shall not be responsible for the same after creation of

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

society or association. And it is agreed that the lift, water pump is checked by unit/shop holder and their association/society. It is also agreed that lift and water pump is in proper working conditions. Every member of association/society shall be responsible to fix and run aviation lights on the terrace of the building on continuous basis as per aviation rules/conditions mentioned in airport NOC.

That the promoter shall carry out all the works as mentioned in the schedule 3 of this sale deed and No other works or facilities shall be demanded by allottee and the same is acceptable to the allottee. That the promoter is responsible to provide the works or facilities as mentioned in the schedule-3 and allottee shall not demand any other work or facilities as mentioned in the brochure, advertisement or other materials. Any complaint, dispute, claim or suit arise for the same against promoter shall be considered as void and all the costs and expenses for the same shall be borne by allottee or purchaser of shop/unit.

That you are the exclusive and legal owner of the schedule property and you have exclusive right to use the property as your wish and also have right to mortgage, sale, gift or transfer by any other form as your need and wish to any party.

That in case of installation of Air conditioner the same shall be put up inside the schedule property and not to put in manner which seen in stairs or common passage and also to give water line for the same inside of the schedule premises.

That the purchase bound to comply all the above mentioned terms and seller has sale the schedule property only subject to above mentioned conditions and said terms shall be binding on the other parties in case this

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

property is transferred by sale, mortgage or by gift etc. And first party have to mention all this conditions in the documents, deed and agreement and in case of default in it the terms shall be applicable to transferee, assignee, licensee or possessor or other party.

That all the documents and copy of the same is handed over to the first party and same is checked and taken in possession by them and second party is not responsible to give any documents to first party regarding the schedule property.

The purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

12. RESTRICTION ON CHANGE OF PROJECT NAME

The Buildings that are constructed as per Layout Plan sanctioned by the competent authorities, will always be known as “MAHEK IT PARK” and the Purchaser(s) and/ or the Service Society and/ or Apex Body shall not be entitled to change the same at any time in future for any reason whatsoever.

5. COMPLETION OF SALE &POSSESSION :

That all the works mentioned in the schedule 3 of the sale deed of the project shall be completed and obtained BUC (Building Use Certificate or Permission/Occupancy Certificate) on or before 31st December, 2025 by the promoter, so the said project shall be completed by promoter till December, 2025 And the allotee/purchaser has no objection or dispute and hereby granting irrevocable free consent for the same. The allotee shall not demand or request to complete construction of such project before 31st December 2025 and if any such demand is raised or any complaint, claim, dispute, suit

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

etc. file against promoter of such project than such demand, dispute, complaint, suit shall be considered as void and all the costs & expense of promoter for the same shall be borne by allottee or purchaser of shop/unit.

6. FORMATION OF SERVICE SOCIETY / APEX BODY :

That the owner of the shop/unit holder in such building known as “MAHEK IT PARK” has created an association which is registered under Gujarat Ownership Act/ Gujarat Co-Op. Societies Act/Non Trading Act or any other Act. The purchaser of the scheduled property has to compulsorily be member of such association and all the expenses for registration of such association shall be paid by purchaser of schedule property in proportion to all members of such association. Common area in the building is required to be conveyed in favour of the Service Society as prescribed in Sec.17 of the RERA 2017, the Promoter shall execute such conveyance and all the expenses for registration of such conveyance deed shall be paid by purchaser of schedule property in proportion to all members of such association.

All the activities for protection, security, maintenance of “MAHEK IT PARK” and to maintain common facility and all activities for security of easement like security of building, maintenance of building, appoint man power for cleaning the common areas of the building, to run electric water pumps for proper supply of water etc. Common facilities shall be managed by shop (apartment) owner’s association and all the expenses related to taxes, maintenance, salary to watchman, sweeper, charges for common use of water and electricity shall be borne by purchaser of scheduled property in proportion to all the allottees and same shall be paid as maintenance expenses in form of deposit for maintenance of apartment in which scheduled property is situated. All maintenance expenses of “MAHEK IT PARK” shall be made out of interest income on such deposit of association,

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

in case maintenance expenses is more than interest income, than the shop/unit holder have to pay such expenses or amount in form of deposit in proportion to all the member of associations. The promoter of the building shall not be responsible to pay maintenance charges or any other expenses for unsold shop/unit till such shop/unit is sold and purchaser of such unit is hereby grants their free and exclusive consent for the same. Association of such building have no right to demand any kind of money or amount for maintenance expenses or any above mentioned expenses from promoter of such building regarding unsold unit/shop irrespective of possession in such unsold shop/unit is with promoter.

That the common facilities amenities, roads, C.O.P, common passage, stairs, parking and other common facilities shall be used by all the members of the building without disturbing other members and everyone have to pay maintenance compulsorily and also bound to be member in the society or association and also bound to comply all the terms and conditions of the society and also to pay maintenance without any delay and without any dispute to the society or third party as decided by the society. And also bound to follow by all present and future shop holders if any contract of management is granted to any third party or firm or company and not raise any dispute, conflict, objection for the same and also not to initiate any action, claim or case before any authority or court of law. Common facilities shall be managed by shop (apartment) owner’s association and all the expenses related to taxes, maintenance, salary to watchman, sweeper, charges for common use of water and electricity shall be borne by purchaser of scheduled property in proportion to all the allottees and same shall be paid as maintenance expenses in form of deposit for maintenance of apartment in which scheduled property is situated.

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

The Promoter Shall Not Have Any Claim Over F.S.I., Additional F.S.I and Terrace Rights After Building Use Permission Has Been Obtained, Such Rights If Any Will Be Enclosed by Society Of Buyers.

7. STAMP DUTY, REGISTRATION CHARGES AND LEGAL EXPENSES :

That the stamp duty is paid according to the provisions of government and all the expenses regarding the same like stamp paper, registration fees, advocate fees etc are paid by Promoter. Now all this expenses paid by promoter on behalf of allottee/ purchaser and allottee/ purchaser shall be pay the all expenses amount to promoter within 30 days from today. And in case allotte was failed to pay the said amount within time limit then allottee shall be pay the said amount with 18% annual interest to promoter. And any future payment regarding GST, stamp duty as per stamp duty valuation act or any other payment shall be sole responsibility of the purchaser. Promoter shall not be responsible to inform allottee about any due payment and it shall be the core responsibility of the Allottee to make all the payment on time. No notice about the due payment shall be served upon allottee and if allottee defaults in making any due payment, this Sale Deed shall be consider as cancelled.

The purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this deed or part with the possession of the unit until all the dues payable by the purchaser to the Promoter under this deed are fully paid up and NOC for the same is obtained from the promoter.

8. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter here of and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

written or oral, if any, between the Parties in regard to the said Shop, as the case may be.

9. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/
SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Shop, in case of a transfer, as the said obligations go along with the Shop for all intents and purposes.

10. **Dispute Resolution**: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

11. SEVERABILITY

If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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.

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

First Schedule
(Description of Project Land)

The project/premises/campus known as **“MAHEK IT PARK”** constructed on non-agricultural land of City Survey No. **3371/2**, Ward no. Katargam-1,having T.P. Scheme No.03 (Katargam), **Final Plot no.11**, admeasure 2975 sq. mtrs. located at Kasanagar, Sub District Surat City, District-SURAT.

The Said Project Building is surrounded as under:-

- Towards North :
Towards South :
Towards East :
Towards West :

Second Schedule
(Description of said Shop/Office)

All the Rights, title and interest in respect Property Bearing**Shop / Office No.....**of admeasuring **carpet area.....square meters** and **build up area square meters** (as per Sanctioned plan) situated on**2nd floor** in the building **“MAHEK IT PARK”** together with undivided Proportionate Share admeasuring__sq.mtrin the said project land.

Third Schedule
(Description of Work Specification)

- 1) Fire safety network including sprinkler systems in common passage and parking area.
- 2) Earthquake resistant RCC structure.
- 3) Plaster: Inside single coat & Outside Double Coat
- 4) All internal road ways, parking, ramp & walkways.
- 5) Cladding of entrance foyers are of natural product or factory products.
- 6) Granite Stone flooring on Stair and major common passages.
- 7) M.S railing on Staircases.

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

- 8) Every shop will be provided with one light point & one plug point.
- 9)Common Elevators will be provided.
- 11) Borewell drinking water facility will be provided at ground floor.
- 12) Parking facility in basement and at ground floor & 2nd Floor.
- 13) Common Drainage line.

In witness whereof, we have signed and affixed our signatures thumb mark to this deed of sale after understanding the contents with free will and in sound mind and same shall be bindings on all concern parties and our legal heirs.

M/S. MAHEK CORPORATION
Through its authorized partner:
NARESHBHAI BHIKHABHAI GABANI,

Witness

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

PROPERTY IDENTIFICATION PHOTOGRAPH

Postal address: Shop/ Office no:
“MAHEK IT PARK”

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

SIGNED AND DELIVERED BY THE WITHIN NAMED

PURCHASER/ALLOTTEE PARTY OF THE FIRST PART :

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

SIGNED AND DELIVERED BY THE WITHIN NAMED

SELLER/ PROMOTER PARTY OF THE SECOND PART :

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN:

Document: SALE DEED
Village: Katargam, Block No:
T.P.No:03F.P.No: 11,
"MAHEK IT PARK "
Shop:
Area: Sq.Mtr

N:TFJH GAZ –
TFZLB –

00 5lZlXQ8 00

GIW6L V(W(GID-e) (_GL S,D-c\$GL 58F S,D-c D]HAG] R[S,L:8P

[illegible][illegible]

Vì/BF6 VF5GFZGL ;CL

2 _____

;CL q-

;A ZHL:8=FZ
;]ZTsSTFZUFDf

SELLER/ PROMOTER SIGN:	PURCHASER/ALLOTTEE SIGN: