

DEED OF CONVEYANCE

Sub: Shop No./Office No. _____, on _____ Floor, of the Commercial Scheme “**Venus V ONE**” to be developed on the non-agricultural land bearing Sub-Plot No. 2 admeasuring 2064.36 Sq. Mts. (as per sanctioned plan) and admeasuring 2163 Sq. Mts. (as per 7/12 extract) forming part of Final Plot No. 19 admeasuring 10402 Sq. Mts. comprised in Town Planning Scheme No. 18 (Sarangpur) situate, lying and being at Mouje: Raj-Hirpur, Taluka: Maninagar, Registration District: Ahmedabad and Sub-District of Ahmedabad-7 (Odhav).

[RERA Registration No.: _____]

=====
Consideration: **Rs.** _____/- (Rupees:
_____ Only)
=====

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THIS **DEED OF CONVEYANCE** made at Ahmedabad on this _____ day of _____ in the year 2019:

BY AND BETWEEN

M/S. VENUS PALM INFRASPACE LLP, [PAN No.: AAMFV 0527 F] [LLPIN No.: AAC-5719], a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 1101-Venus Amadeus, Jodhpur Cross Road, Satellite Ahmedabad-380015, Gujarat, hereinafter referred to as **“THE OWNER/PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its partner or partners for the time being constituting the Firm and their heirs, executors & administrators) of the **ONE PART**;

AND

[If the Purchaser is an Individual] Mr. / Ms. _____ (PAN No.: _____), (Aadhar no. _____) aged about _____, residing at _____, hereinafter called **“THE PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

[OR]

[If the Purchaser is a HUF] Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as **“the Purchaser”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**

[OR]

[If the Purchaser is a company] _____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____

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_____, (PAN _____),
represented by its authorized signatory, _____,
(Aadhar no. _____) duly authorized vide board
resolution dated _____, hereinafter referred to as **“the
Purchaser”** (which expression shall unless repugnant to the
context or meaning thereof be deemed to mean and include
its successor-in-interest, and permitted assigns) of the
OTHER PART

[OR]

[If the Purchaser is a Partnership] _____, a
partnership firm registered under the Indian Partnership Act,
1932, having its principal place of business at _____,
(PAN _____), represented by its authorized partner,
_____, (Aadhar no. _____) authorized vide
_____, hereinafter referred to as **“the
Purchaser”** (which expression shall unless repugnant to the
context or meaning thereof be deemed to mean and include
the partners or partner for the time being of the said firm, the
survivor or survivors of them and their heirs, executors and
administrators of the last surviving partner and his/her/their
assigns) of the **OTHER PART**.

Both ‘the Owner/Promoter’ and ‘the Purchaser’ are
hereinafter individually referred to as **“Party”** and collectively
as **“the Parties”**.

WHEREAS M/s. Venus Palm Infraspaces LLP i.e. the
Owner/Promoter herein is entitled to all that pieces and parcel
of non-agricultural land bearing Sub-Plot No. 2 **admeasuring
2064.36 Sq. Mts. (as per sanctioned plan) and admeasuring
2163 Sq. Mts. (as per 7/12 extract)** forming part of Final Plot
No. 19 admeasuring 10402 Sq. Mts. comprised in Town
Planning Scheme No. 18 (Sarangpur) situate, lying and being
at Mouje: Raj-Hirpur, Taluka: Maninagar, Registration
District: Ahmedabad and Sub-District of Ahmedabad-7
(Odhav) hereinafter referred to as the said **“said land”**;

AND WHEREAS the Owner/Promoter proposes to
utilize the said entire land for commercial purpose;

AND WHEREAS the Non – Agricultural Permission has
been granted by District Collector, Ahmedabad for the land

bearing Survey No. 5/1, 5/2 paiki comprised in T.P. No. 18 given F.P. No.19 paiki admeasuring 9575 Sq. Yards equivalent to 8004.7 Sq. Mts. for commercial and multipurpose uses vide its order dated 29/10/1977 bearing no. N.A.B./ JAMIN/ S.R./ RAJPUR-HIRPUR/10477/77;

AND WHEREAS the Owner/Promoter has also proposed to develop a scheme of commercial units consisting of shops and offices known as “**Venus V ONE**” (hereinafter referred to as the “**Said Scheme/said Project**”) to be constructed on the non-agricultural land bearing Sub-Plot No.2 admeasuring 2064.36 Sq. Mts. (as per sanctioned plan) and admeasuring 2163 Sq. Mts. (as per 7/12 extract) forming part of Final Plot No. 19 admeasuring 10402 Sq. Mts. comprised in Town Planning Scheme No. 18 (Sarangpur) situate, lying and being at Mouje: Raj-Hirpur, Taluka: Maninagar, Registration District: Ahmedabad and Sub-District of Ahmedabad-7 (Odhav), (hereinafter referred to as “**Project Land**”), more particularly described in **FIRST SCHEDULE** hereto;

AND WHEREAS the Owner/Promoter is in possession of the said Project Land and thus entitled and enjoined upon to develop the said Project Land;

AND WHEREAS the Development Plan/ Sanctioned Plan for the said commercial scheme has been approved by the Ahmedabad Municipal Corporation (“**Competent Authority**”) and that it has also granted Commencement Letter (Rajachithhi) by its order dated 26/09/2019 bearing no. 02555/220819/A2763/R0/M1 for construction of commercial units on the said land;

AND WHEREAS the Promoter has proposed to construct on the Project Land commercial units as per above referred Commencement Letter and sanctioned plans or any revisions thereto;

AND WHEREAS the Purchaser is offered Shop/Office bearing number _____ on the _____ Floor, (hereinafter referred to as the said “**Shop / Office**”) of the Building called “**Venus V ONE**” (hereinafter referred to as the said

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“Building”) of the said Project, by the Promoter, more particularly described in the **SECOND SCHEDULE** written hereunder;

AND WHEREAS the said Shop/Office is shown as Shop/Office No. _____ of _____ in the approved plans and as Shop/Office No. _____ in the documents submitted for obtaining the registration certificate under RERA and that the Purchaser has been given proper understanding in respect of the same and the Purchaser does not have any dispute / objection in that respect;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Gujarat Real Estate Regulatory Authority vide registration no. _____;

AND WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the Project Land and the plans, designs and specifications 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 as applicable for State of Gujarat made thereunder and the Purchaser is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Project Land on which the Shops/Office are constructed or are to be constructed have also been inspected by the Purchaser and is satisfied in respect of the same and the Purchaser shall not raise any dispute in future in that respect;

AND WHEREAS the authenticated copies of the plans of the layout as approved by the concerned Local Authority has been inspected by the Purchaser;

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said Building/s

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and shall obtain the balance approvals from various authorities from time-to-time, such as Building Completion Certification or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans Ahmedabad Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the said Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority;

AND WHEREAS the Promoter has accordingly commenced construction of the said Building/s in accordance with the said proposed plans;

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Shop/Office no. _____ on the _____ floor of the said Project;

AND WHEREAS the carpet area of the said Shop/Office is _____ Sq. Mts. equivalent to approximately _____ square feet and "carpet area" means the net usable floor area of Shop/Office, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Shop/Office;

AND WHEREAS, vide an Allotment Letter dated _____ bearing reference no. _____ (hereinafter referred to as "Allotment Letter"), the Owner/Promoter has agreed to sell the said Shop/Office to the Purchaser and has thereafter executed an Agreement to Sell dated _____ in favor of the Purchaser, which is registered with the Sub – Registrar of Assurances, _____ on _____ under Serial No. _____, ("hereinafter referred to as "**Agreement to Sell**");

AND WHEREAS in accordance with and subject to the terms and conditions stipulated in the booking form, Allotment Letter, Agreement to Sell, and this Deed of Conveyance / Sale Deed, the Owner/Promoter has agreed to

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sell the said Shop/Office to the Purchaser and the Purchaser has agreed to purchase the said Shop/Office;

AND WHEREAS all the terms and conditions contained in the Allotment Letter, Agreement to Sell and this Deed of Conveyance / Sale Deed shall be binding on the Purchaser and the Owner/Promoter;

AND WHEREAS, the Owner/Promoter represents that it has not entered into any memorandum of understanding, agreement for sale, lease, or any other similar agreement with any other person or entity except above mentioned Agreement to Sell for the purpose of transfer or conveyance of the said Shop/Office and that there are no encumbrances upon the Project Land and the title of the said Project Land and the said Shop/Office is clear and marketable;

AND WHEREAS, the Purchaser is satisfied about the title to the said Project Land and that no requisition or objection is meant to be raised on any matter relating thereto;

AND WHEREAS a Co-operative Housing Service Society Limited is in the processing of being registered, under the Gujarat Co-operative Societies Act, 1961, (hereinafter referred to as **“the Service Society”**);

AND WHEREAS the Owner/Promoter has agreed to sell and convey to the Purchaser and the Purchaser has agreed to acquire, the said Shop/Office together with the proportionate undivided title in the Assets of Common Use and together with the right to use the Assets of Common Use along with the other Purchaser, and has paid to the Owner/Promoter the sale consideration and that the Purchaser has requested the Owner/Promoter to execute this Deed of Conveyance which the Owner/Promoter has agreed to do in the manner appearing hereinafter;

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:

In pursuance of this Deed of Conveyance and in consideration of a sum of **Rs.** _____/- (Rupees: _____ Only) paid by the Purchaser to the Owner/Promoter on or before execution hereof, being the

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total consideration, (including the proportionate consideration towards the Assets of Common Use / common areas and facilities appurtenant to the premises, the nature, extend and description of the common areas and facilities is more particularly described in **THIRD SCHEDULE**), the receipt whereof the Owner/Promoter hereby admit and acknowledge and, of and from the same and every part thereof, the Owner/Promoter hereby absolutely forever acquit, release and discharge the Purchaser, being the entire consideration payable by the Purchaser to the Owner/Promoter, the details whereof are set out as under:-

Amount (In Rs.)	Cheque/ UTR No./ DD	Cheque /NEFT / DD Dated	Bank- Branch
Rs. _____/-	Towards deposit of TDS calculated at the rate of 1% of total sale consideration under Section 194-IA of the Income Tax Act, 1961 vide Challan bearing serial no. --- dated --- having BSR code ----		
Rs. _____	Total Consideration		

Upon full and final consideration, the Promoter does hereby grant, convey, assure, release and transfer and shall put the Purchaser/s in vacant and peaceful possession of Commercial Shop/Office bearing number _____ on the _____ Floor, (hereinafter referred to as the said “_____”) of the Building called **“Venus V ONE”** constructed on the said Project Land together with balcony / Verandah admeasuring _____ Sq. Mts. and wash area / balcony admeasuring _____ Sq. Mts. forming a part of the aforesaid Unit and _____ covered parking together with right to use the common area / amenities of the said Scheme known as **“Venus V ONE”** constructed on the non-agricultural land bearing Sub-Plot No. 2 admeasuring 2064.36 Sq. Mts. (as per sanctioned plan) and admeasuring 2163 Sq. Mts. (as per 7/12 extract) forming part of Final Plot No. 19 admeasuring 10402 Sq. Mts. comprised in Town Planning Scheme No. 18 (Sarangpur) situate, lying

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and being at Mouje: Raj-Hirpur, Taluka: Maninagar, Registration District: Ahmedabad and Sub-District of Ahmedabad-7 (Odhav);

TOGETHER WITH right of passage and right of way for the purpose of the said Unit transferred to the Purchaser/s and to use all common areas and facilities provided in the said Scheme for the use of Purchaser/s including elevators, staircase of the Building and more particularly for the use of the said Unit transferred under this deed, specific use of elevator to approach the said Unit and the use of staircase that may be existing.

AND TOGETHER ALSO WITH all and singular all deeds and documents, writings, vouchers and other evidence of title and the plans, designs and relating to the said Project Land and said Unit or any part thereof and of such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder and the Purchaser/s is satisfied in respect of the same;

AND TOGETHER ALSO WITH the right to use all other common areas and facilities provided with the Unit in the scheme;

AND TOGETHER ALSO WITH all paths, passages, water courses, ditches, drains, lights, electric and telephone cables and connections, liberties, easement, rights, privileges, advantages and appurtenances whatsoever to the said Unit belonging or in anywise appertaining to or with the same or any part thereof now or at any time, hereto before usually held, used, occupied or enjoyed or reputed or known as part thereof or appurtenant thereto AND ALL the estates, rights, title, interest, use, possession, both at law and equity of the Promoter into, out of or upon the said Unit and all benefits, claims and demands whatsoever in or upon the said Unit hereby granted, conveyed, transferred and assured or intended so to be with it and every of its rights and appurtenances;

UNTO and to the use and benefit of the Purchaser/s forever subject to all assessments, rates, duties or any other

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dues chargeable upon the same or which may become payable in respect thereof from the date of these presents to the Central Government, State Government, Municipal Corporation and/or any other local authority and that previous liability thereof have been discharged by the Promoter and if found to be payable, the liability thereof will be that of the Promoter;

AND THE PURCHASER/S COVENANTS with the Promoter that Purchaser/s has verified the area of the Unit and has found the construction in accordance with the plans and specifications and to their satisfaction and agrees and confirm the same to be transferred by the Promoter to them as an Unit Holder;

AND THAT the Purchaser/s further covenants with the Promoter that, Purchaser/s has become entitled to the said Unit, which is a part of the scheme named “**Venus V-ONE**” and that all the common areas and facilities are to be used enjoyed in common with the occupants/Unit holders of the other Unit and the Allottee/s shall own, use and occupy their Unit, subject to the maintenance payable towards Unit and also towards common area and shall also abide by the rules and regulations as may be framed in that behalf from time to time;

AND THAT the Owner/Promoter do hereby covenant with the Purchaser that, notwithstanding any act, deed, matter or thing whatsoever by the Owner/Promoter or any successors or assigns lawfully or equitably claiming by, from, under, through or in trust for the Owner/Promoter or any one or more of them made, done, committed or omitted or knowingly suffered to the contrary, the Owner/Promoter has right, full power and absolute authority to grant, convey, release and assure the said Shop/Office, being the same hereby granted, conveyed, released and assured or intended so to be unto and to the use of the Purchaser exclusively in the manner aforesaid;

AND THAT free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharged from or otherwise by the Owner/Promoter, well and sufficiently

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saved, defended and kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever made, executed, occasioned or suffered by the Owner/Promoter or any successors or assigns lawfully or equitably claiming or to claim by, from, under, through or in trust for the Owner/Promoter or any person or persons having lawfully equitably claiming any estate or interest whatsoever in the said Shop/Office or any part thereof from, under, through or in trust for the Owner/Promoter shall and will from time to time and at all times hereafter at the request and cost of the Purchaser or any of them or of the person or persons requiring the same claiming under them do and execute and caused to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the said Shop/Office and every part thereof UNTO and to the use of Purchaser in the manner aforesaid or it's Counsel-in-Law shall be reasonably required;

The Purchaser for his/her/themselves with an intention to bind all persons into, whosoever hand the said Shop/Office may come, and/ or each of them, do hereby covenant with the Owner/Promoter as follows:

- (a)** The Purchaser has verified the area of the said Shop/Office with the carpet area and has found the same in accordance with the sanctioned plans and specifications and have found the same to the best of his/her/their satisfaction;
- (b)** The Purchaser shall continue to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authorities at the time of granting necessary permissions including without limitation development permission / Rajachitti, Completion Certificate / B.U. Permission;
- (c)** The Purchaser agrees and affirms that the said Shop/Office is developed in accordance with specifications disclosed to the Purchaser and that the Purchaser is fully satisfied with regard to the water, drainage and electric connections provided with the said Shop/Office and shall not in future raise any

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dispute, objection, claim or contention of whatsoever nature in that respect;

- (d) the Purchaser agrees and understands that the said Unit is being constructed in accordance with standard specifications disclosed to the Purchaser and that the Purchaser is fully satisfied with regard to the rolling shutter, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, glass, tiles and other items to be provided in the said Unit and shall not in future raise any claim in that respect. The Purchaser shall not at any time thereafter raise any dispute objection or contention whatsoever in that behalf. If within a period of 5 (five) years from the date of the Promoter handing over the possession of the Unit to the Purchaser, the Purchaser brings to the notice of the Promoter any constructional or structural defect/s in the said Unit or the building in which the Unit situated or the material used thereon (wear and tear, loss or damage due to acts of God and misuse, always excepted), wherever possible, such defects unless caused by, or attributable to, wear and tear, acts of God or misuse shall be rectified/repared by the Promoter at its own costs; provided that if it is not possible to rectify/repair such defects, then the Purchaser shall be entitled to receive from the Promoter reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Promoter's Architect.

Provided that the Promoter shall not be liable in respect of any structural defect or defects caused (i) on account of workmanship, quality or provision of service which cannot be attributable to the Promoter / its agents or is otherwise beyond the control of the Promoter or (ii) on account of an act / omission / default attributable to the Purchaser, in which case the Purchaser shall be liable to rectify / repair at his/her/their own cost and expenses.

- (e) the Purchaser understands that the Promoter has received B.U. permission for the said Building and that upon execution of this Deed of Conveyance and/or upon completion of the said Unit, whichever is later, the Promoter shall hand over the vacant and peaceful

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possession of the said Unit to the Purchaser and the Purchaser agrees to execute necessary documents, if required, in respect thereof;

- (f)** Over and above the total consideration, the Purchaser shall also be liable to and hereby agrees to pay charges in regard of Electricity, AMC- charges, Maintenance deposit, Maintenance Expenses for _____, legal charges, GST or any other prevailing Govt. charges / deposits at the time of taking possession of the said Unit. The Purchaser shall further be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars and another expenses necessary and incidental to the management and maintenance of the Project Land and Building/s. Until the Society or Limited Company is formed, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser further agrees that till the Purchaser share is so determined, the Purchaser shall pay to the Promoter provisional contribution as may be intimated by the Promoter towards the outgoings. The amounts so paid by the Purchaser s to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the Society as aforesaid;
- (g)** The Purchaser agrees to maintain the Shop/Office at his/her/ their own cost in good condition from the date the possession of the Shop/Office is taken and shall not do or suffer to be done anything in or to the Shop/Office which may be against the rules, regulations or bye-laws or put of construction of the residential premises on the said Shop/Office or otherwise change/alter or make addition in or to the Shop/Office or any part thereof without the consent of the Owner/Promoter and/or the Service Society, as the case may be or the competent authority and the local authorities, if required;
- (h)** The Purchaser agrees and understands that the Promoter may convey and hand over the physical

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possession of the common areas to the Service Society of Purchaser/s or the competent authority, as the case may be in accordance with the RERA Act, Rules and Regulations formulated thereunder, other applicable law and as per any clarifications received from the Real Estate Regulatory Authority of Gujarat in respect of conveying the common areas. In case of such Conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchaser share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchaser share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

- (i) The Purchaser agrees and understands that it shall, along with the other Purchaser of the Scheme, join in forming and registering the Service Society, to be known by such name as the Owner/Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the said Service Society and for becoming a member, including the bye-laws of the proposed Service Society The Owner/Promoter shall extend full cooperation and assist the Purchaser in registering the Society;
- (j) The Purchaser acknowledges and undertakes to become member in a Society of the Purchaser or the competent authority of the said Scheme for the purpose of common maintenance and smooth functioning of the common areas and facilities

In addition to the aforesaid Maintenance Deposit, the Purchaser/s shall pay to the nominated Maintenance Agency with effect from the date of

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intimation sent by Promoter of the Purchaser/s for taking over possession of the Unit, the CAM charges (hereinafter referred to as the Common Area Maintenance) which shall be the actual cost of operation and maintenance + ____% thereof applicable for Normal Trading Hours (presently estimated at Rs. ____/- per sq. ft. per month plus GST thereon as applicable on the Carpet Area of Unit).

The CAM charges shall include the charges for provision of service relating to CAM (as defined) by the Promoter/ its appointed maintenance agency. On the Possession Date, the exact CAM charges shall be reworked in respect of the Said Unit and shall be payable in advance every month by 7th of each English calendar month.

The Promoter shall provide the details/ breakup of the CAM charges to the Purchaser/s. Provided, that, all decisions and determinations in this regard keeping in view the overall general interest of the said Project shall be final and binding on occupants of the said Project, including the Purchaser/s. The CAM charges are liable to vary in case of any variation in resource supply costs such as diesel, electricity costs, minimum wages, statutory charges etc. at the time of start of operations or anytime thereafter and maybe revised at the sole discretion of the Promoter or its nominated Maintenance Agency. All such determination of the revision of CAM charges by the Promoter or the Maintenance Agency shall be final and binding on the Purchaser/s.

The GST or any other associated taxes related to the service provided by the Maintenance Agency will be extra as applicable under laws and would be levied on the same as per actual cost and to be borne by the Purchaser/s.

The aforesaid CAM charges are payable for the Mall Operations of 10 working hours on week days and 12 hours on weekends ("Normal Trading Hours") subject to restrictions by Local Authorities/Governments and/or under the provisions of Shops & Establishment Act.

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In case of any extra time required beyond normal business/trading hours i.e. __ am to __ pm, the Purchaser/s shall give a prior intimation of minimum 24 (twenty four) hours in advance to the Promoter/ Maintenance Agency for such extra trading hours services. All decisions and determination with regard to time slot, as well as extra charges of the Promoter shall be binding on the Purchaser/s. The calculation of extra CAM would be made on the basis of minimum utilization of systems proportionately shared between the lessees utilizing the services at that given point in time after the Normal Trading Hours.

- (k)** the Purchaser agrees to observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings
- (l)** the Purchaser further agrees to pay the ____ years advance maintenance charges as may be determined by the Promoter or Service Society, as the case may be and further that if, the maintenance amount is found to be insufficient to cover monthly expenses/charges either during the period for which it is paid or thereafter, the Purchaser agrees to bear additional amount that may be payable by them to the Promoter and/or Service Society and that the rate of such maintenance charges will be proportionate to the carpet area of the respective Units;
- (m)** the Purchaser agrees to maintain the design/elevation of the said Scheme and further agrees and undertake to follow, comply and observe rules and regulations, bye-

laws of the Society and resolutions that may be passed by the Society from time to time inclusive of the regulations for the use of the said Unit conveyed to the Purchaser and the right to use common areas and facilities;

- (n) the Purchaser agrees and understand that name of Scheme shall be **“VENUS V ONE”** and the said name shall not be liable to be changed by Purchaser or Service Society own name or logo or the building name at terrace or one or more places in Building, and the said names and/or logo will be retained in Building forever;
- (o) the Purchaser agrees and understand that no servants, drivers etc. shall be allowed to stay or sleep overnight in any of the common areas of the Building;
- (p) the Purchaser agrees and understand that no pets will be allowed to loiter freely in the building premises, lifts, lobby and other open / common area except when accompanied by caretaker and further no pigeon feeding, bird feeding/pet feeding shall be allowed anywhere within the building premises except inside the Unit of the member;
- (q) the Purchaser has become entitled to the said Unit in a building which is a part of the said Scheme and that all the common areas and facilities are to be enjoyed in common with the occupants/Unit holders of other Unit, that is to say, the Purchaser are under no circumstances entitled to ask for a separate share in the said Project Land or any part thereof or of any common areas and facilities and the Purchaser shall own, use and occupy their Unit exclusively and enjoy common areas and facilities subject to their proportionate share of maintenance charges decided by the Promoter and/or Society as may be payable by them from time to time;
- (r) The Purchaser shall not use the said Unit for purpose of any type of accommodation in form of hotel, dormitory, logging, restaurant, café, bakery, etc.
- (s) the Purchaser shall not put up any additional construction (whether temporary and permanent in nature) or any such advertisement in the manner of hoarding, bill boards, standees or any other manner whatsoever in the common area outside the commercial

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units/shops. The Purchaser further agrees that the Common amenities and facilities shall be available to other prospective Purchaser of the Commercial units of other Wing in the said Scheme as well as prospective Purchaser of any other development of Commercial Units in the said entire land;

- (t)** The Purchaser agrees and understands that the parking space for parking of vehicles allotted with the said Unit (if any) shall remain attached with the said Unit. Such parking space shall not be used for any purpose other than parking of private and personal vehicles and shall be transferred to the Unit holder on execution of this Deed of Conveyance. The Purchaser shall not sell, purchase, rent or transfer the space for parking of vehicles allotted with the said Unit in any manner to any third person;
- (u)** The parking space to be allotted with the said Unit shall not be used for any purpose other than parking of private and personal vehicles. The rules, regulations, and discipline as regards to use, matters and things relating to parking by Unit holder/s will be decided by the Promoter and the same shall be binding upon the Purchaser herein and other prospective Purchaser in the Scheme.
- (v)** the Purchaser agrees and understands that there shall be separate Service Society to act, collect deposits, incur expenses, decide the rules and regulations, etc., of respective Commercial Units;
- (w)** the Purchaser agrees to use the Unit or any part thereof or permit the same to be used only for commercial purpose and not for any other purpose and further shall use the garage or parking space allotted with the said Unit only for purpose of keeping or parking vehicle;
- (x)** <>

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- (y)** the Purchaser agrees not to keep anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the buildings in the said scheme except the place being selected and assigned by the Promoter. The Purchaser agrees and understands that any display of advertisements by means of name board, banners, posters, temporary arches, bills, hoardings, notice boards, sign boards, illuminated signs, glow sign boards or such other form of advertisements on the interior/exterior of the said Commercial Unit /building shall strictly be in accordance with the policy framed by the Promoter and/or the Society in that regards. The Purchaser further agrees and undertakes to bear all the cost and expenses (including without limitation the applicable taxes) that may be levied upon in accordance with the applicable law for putting up and/or replacing such advertisements, banners, hoarding, sign boards, notice boards, illuminated signs etc., In the event that the Purchaser fails to abide by the above, the Promoter and/or the Society shall be entitled to remove such sign boards, hoarding or name board without any notice to the Purchaser if found in breach of this provision.
- (z)** the Purchaser agrees to maintain the said Unit at Purchaser own cost in good tenantable condition from the date the possession of the said Unit is taken and shall not do or cause to be done anything in or to the said Unit / Building or the said Scheme in which the said Unit is situated, its staircase or any passage, etc. which may be against the rules, regulations or bye-laws of concerned local authority or any other authority or change/alter or make addition in or to the building in which the said Unit is situated and to the said Unit itself or any part thereof;
- (aa)** the Purchaser s agrees not to store in the said Unit 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 said Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy

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packages to upper floors which may damage or likely to damage the staircase, lift, common passages or any other structure of the building in which the said Unit is situated including entrances of the building in which the said Unit is situated and in case any damage is caused on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;

- (bb)** the Purchaser undertakes to not permit to be done in the conduct of or upon the said Unit, or upon the common areas and facilities of the said Scheme or any part thereof, anything which maybe socially undesirable, or which may be or may become nuisance or create harm, danger, risk, hazard or annoyance or in any way interfere with the peace or comfort of the members of the said Scheme. The Purchaser also undertakes not carry out any offensive or prohibitive activities of any nature in the said Unit or in any part of the said Scheme;
- (cc)** the Purchaser agrees and undertakes not to fix any air conditioners at any places other than those earmarked for fixing the same, and/or which affect the elevation of the Said Building in any manner whatsoever;
- (dd)** the Purchaser agrees and undertakes not to shift/change locations of pantry and toilets, and/or affect the drainage system of the Said Building in any manner whatsoever;
- (ee)** the Purchaser shall not encroach upon, or make use of, any portion of the Said Building other than as specifically permitted herein;
- (ff)** the Purchaser agrees pay to the Promoter, within seven (7) days of a demand made in writing by the Promoter, the Purchaser share of the security deposit/s demanded by the concerned government, local or public or private bodies or authorities, for giving water, drainage, electricity, telephone or any other service/utility connections to the Said Building;
- (gg)** the Purchaser agrees to carry out at his/her/their own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to

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the building in which the said Unit is situated which may be governed under the Rules and Regulations and bye-laws of the said body, the concerned local authority or other public authority. And 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;

- (hh)** the Purchaser undertakes not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the said Building in which the said Unit is situated and to keep the land, sewers, drains, pipes in the said Unit and appurtenances thereof in good tenantable condition, and in particular, so as to support shelter and protect the other part of the said building/s in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs, or RCC structure or undertake other structural changes without prior written permission of the Promoter and/or the Society as the case may be.
- (ii)** the Purchaser shall permit the Promoter and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the said Unit or any part of the building and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drainages, water and drainage pipes, cables, water covers, gutters, wires or other conveniences belonging to or servicing or used for the building/s and also for the purpose of laying down, maintaining, repairing re-constructing and testing drainage, gas, water pipes and electric wires, cables for internet/TV and for similar or other purposes;
- (ij)** the Purchaser undertakes not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the said Building in which the said Unit is situated or any part thereof or

whereby any increased premium shall become payable in respect of the said insurance;

- (kk)** the Purchaser shall make suitable arrangement for removal of debris arising out of any permitted interior decoration, renovation, furniture making or any other allied work in the Unit, and in the event such debris is not removed by the Purchaser, to pay/reimburse the Promoter the cost incurred in the removal thereof;
- (ll)** the Purchaser shall keep all the construction / furnishing materials / debris including cement, sand, bricks, marble in their Unit or out of the building in the event of any civil or other repair work in the Unit. No open spaces shall be allowed to be used for storing any materials / debris inside the building;
- (mm)** the Purchaser agrees not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Project Land and the said building in which the said Unit is situated;
- (nn)** the Purchaser agrees to 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;
- (oo)** the Purchaser shall be entitled to let, sub-let, transfer, assign or part with the said Unit or part of it with Purchaser interest or benefit factor of this Agreement or part with the possession of the said Unit only after all the dues payable by the Purchaser to the Promoter and/or the Society under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement/Bye-laws of the Society and only after obtaining prior written permission of the Promoter and/or the Society as the case may be;
- (pp)** the Purchaser shall observe and perform all the rules and regulations, which the Society may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the units therein and for the observance and performance of the said building rules, regulations and bye-laws for

the time being of the concerned local authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and the use of the said Unit in the said Scheme and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement/Bye-laws of the Society/Association.

- (qq)** the Purchaser shall not make any alterations or changes in the elevation and outside color scheme of the said Unit and/or the said building;
- (rr)** the Purchaser shall not construct, erect or place any hedge, grill, barricade, fencing, glazing, shuttering, walling or any structure, obstacle, enclosure, lean-to, awning, roofing, canopy, advertising or other signage at/over/around in front of any doorways, entrances, windows, external walls, verandah, open terrace, etc. of the Unit, or above/over/around any part or portion of the Unit, or the open terraces, stilt portions, driveways, pathways, parking spaces or gardens and common areas of the Said Project Land with any barrier, whether of stone/cement/wood/metal, other than that originally provided and/or approved of by the Promoter;
- (ss)** If the Purchaser are non-resident/foreign national of Indian origin, it shall be the sole responsibility of the non-resident/foreign national of Indian origin themselves to comply 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 with regard to remittance of any amount and for acquisition of the Unit or for transfer thereof. The Purchaser shall strictly comply with such regulations and satisfy the Promoter in this regard, on failure whereof the Promoter may at its own discretion cancel the allotment of the said Unit.
- (tt)** The Purchaser hereby agrees and confirms that the Promoter has provided with and explained the bifurcation towards the total consideration vis-à-vis the cost involved for the separate areas of the said Unit and the Purchaser shall not be entitled for any further

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separate estimate of land contribution, construction contribution or any other separate detailed particulars of the amount paid as consideration, except as particularly provided by the Promoter.

- (uu) The joint Purchaser/s shall not be entitled to transfer/assign their rights in the property individually before or after the possession Shop/Office. Such jointly owned property shall always be sold as single unit only and no partition shall be permissible.
- (vv) the Purchaser shall at no time demand partition of his/her/its/their interest in the building or the Scheme or the said Project Land. It is being agreed and declared by the Purchaser that the interest as stated above is impartible.
- (ww) the Purchaser shall at no time demand partition of his/her/its/their interest in the would be entitled to transfer their rights under this Deed of Conveyance subject to the conditions contained herein provided however that they would be entitled to transfer only with the prior permission of the Promoter or Service Society, subject to payment of transfer fees and conditions that may be imposed for the same provided further that the Promoter or the Service Society may refuse to grant such permission for transfer of rights under this Deed of Conveyance without assigning any reasons thereof;

AND THAT, As and when the said Project receives Building Use Permission the FSI, additional FSI and terrace rights shall stand transferred in favour of the Service Society.

AND THAT unless otherwise stated herein, wherever in this Deed it is stipulated that the Purchaser has to make any payment, in common with other purchaser(s), and wherever undivided proportionate title in the Assets of Common Use / common areas are to be considered, the same shall be in proportion to the carpet area of the Shop/Office to the total carpet area of all the land/ sub – plots;

AND THAT the Allottee agrees that terms and conditions laid down in Agreement to Sell in relation to said unit shall be read together with this Deed of Conveyance.

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AND THAT this Deed of Conveyance, shall be governed and construed in accordance with the RERA Act together with the rules and regulations formed thereunder and other relevant acts, rules and statutes formed by competent authority from time to time. If any term of this Deed of Conveyance are found illegal, invalid or unenforceable under the RERA Act together with the rules and regulations formed thereunder or other relevant acts, rules and statutes, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Deed and shall in no way affect the legality, validity or enforceability of the remaining terms which shall continue in full force and effect and be binding to the Owner/Promoter as well as the Purchaser. In event of any contradiction to the terms and conditions mentioned hereinabove with the relevant acts, rules and statutes, the provisions mentioned in such relevant acts, rules and statutes shall be binding to the Owner/Promoter as well as the Purchaser.

AND THAT the Owner/Promoter has confirmed and assured the Purchaser that, the said Project Land is not falling under the disturbed area declared under Gujarat Prohibition of Transfer of Immovable Lands and Provision for Protection of Tenants from Eviction from property in Disturbed Areas Act, 1991 and therefore, the Owner/Promoter is not required to obtain any permission under the aforesaid act for the transfer or conveyance thereof under this Deed.

AND THAT The total purchase consideration of the said Unit is exclusive of the taxes, levies chargeable by Central / State Government authority or local authority from time to time including but not limited to Sales Tax, VAT, GST, Service Tax, etc., and the same shall be payable and/or be paid by the Purchaser/s. Similarly, any additional statutory levies imposed by the Government, which may affect this transaction shall also be fully recovered by the Promoter from the Purchaser/s and the Purchaser/s shall be liable to pay the same without any demur or delay.

AND THAT the Owner/Promoter shall in respect of any amount liable to be paid by the Purchaser under the terms

and conditions of this Deed of Conveyance have a first lien and charge over the said Shop/Office.

AND THAT the expenses of this Deed of Conveyance such as stamp duty, registration fees and other registration expenses shall be borne and paid by the Purchaser/s alone and that for the purpose of calculation of Stamp Duty, the Super-Built-up area of the said Unit is _____ square feet i.e. approximately admeasuring _____ Sq. Mts.

AND THAT if any provision of this Agreement 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 Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement 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 Agreement shall remain valid and enforceable at the time of execution of this Agreement.

AND THAT any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably through mediation, the same shall be referred to Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

AND THAT that the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and subject to clause 29 (Dispute Resolution), the Courts at Ahmedabad will have the exclusive jurisdiction for this Agreement.

AND THAT the Purchaser/s do and each of them doth hereby confirm that they have understood the contents of this Deed of Conveyance through his/her/their respective Legal Advisor/Advocate in Gujarati/Hindi and/or any other vernacular language and shall not raise any objection to the

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usage and understating in English language in this Deed of Conveyance at any stage.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to these presents the day and year first hereinabove written.

SCHEDULE- I ABOVE REFERRED TO
(Particulars of the said Project Land)

All that piece and parcel of non-agricultural land bearing Sub-Plot No. 2 admeasuring 2064.36 Sq. Mts. (as per sanctioned plan) and admeasuring 2163 Sq. Mts. (as per 7/12 extract) forming part of Final Plot No. 19 admeasuring 10402 Sq. Mts. comprised in Town Planning Scheme No. 18 (Sarangpur) situate, lying and being at Mouje: Raj-Hirpur, Taluka: Maninagar, Registration District: Ahmedabad and Sub-District of Ahmedabad-7 (Odhav), the said land is bounded as follows:-

On or towards East: Final Plot No. 19 paiki
On or towards West: Land of Bhavanipura of Village
Raghunathpura
On or towards North: Final Plot No. 19 paiki and T.P. Road
On or towards South: Final Plot No. 19 paiki

SCHEDULE- II ABOVE REFERRED TO
(Particulars of the said Shop/Office)

All that Commercial premises being **Shop/Office No.** _____ admeasuring approximately _____ **square meter** i.e. _____ **square feet** (carpet area) on the _____ **Floor** constructed on the said Project land, together with proportionate undivided share in the said Project Land and together with the right to use common amenities in the scheme known as “**Venus V ONE**” being constructed on the non-agricultural land described in the FIRST SCHEDULE, bounded as follows:

On or Towards East :
On or Towards North :
On or Towards South :
On or Towards West :

SCHEDULE- III
ASSETS OF COMMON USE

1. The common amenities, facilities and services are like :
 - Ground Floor and 2 levels of Basement Parking
 - Standard security system with CCTV surveillance
 - Fire Safety System
 - Water Supply
 - Under ground water tank
 - Elevators and Staircases
 - All other additions made for Common use

The same may be revised, upgraded, renovated, added, omitted, etc. (Hereinafter referred to as the “Assets of Common Use”).

2. Assets of Common Use will be allowed to be used by all Allottees. The same may be allowed to be used by their guest or tenant and tenant’s staff as per such rules and regulations as may be framed from time to time.
3. The Assets of Common Use shall be used with due care and caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance to the others.
4. The Allottees shall cooperate as the nature and circumstances may require to maintain and keep the Project clean and in good condition.
5. Necessary provision will be made by the Society for safety, security and protection of the Assets of Common Use. The Allottees shall extend all co-operation to the security staff, and shall follow instructions and rules in relation thereto. In case of disregard or disobedience, Allottees will not be allowed any access or use to any of the Assets of Common Use.
6. Common entrance to the Project / Buildings will be provided with security personnel, and the entry and exit will be managed and controlled by security staff as the nature and circumstances may require for proper,

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safety, security and protection, including entry on production of ID, maintenance of visitors book, signing of register, to keep the gate open during specified hours and allow access on verification of proper identity. The Allottees and their visitors shall co-operate the security staff.

7. Assets of Common Use shall be used by the Allottee, staff and guests with due care, caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to others.

SIGNED, SEALED & DELIVERED BY
THE WITHINNAMED
(THE OWNER/PROMOTER)

M/S. VENUS PALM INFRASPACE LLP
Through its authorized signatory
MR. _____

IN THE PRESENCE OF:

1. Name : _____

Signature: _____

2. Name: _____

Signature: _____

RERA Registration No. _____

PHOTOGRAPH OF SHOP/OFFICE

RERA Registration No. _____

SIGNED & DELIVERED BY THE WITHINNAMED	
M//S. VENUS PALM INFRASPACE LLP (THE OWNER/PROMOTER)	(THE PURCHASER)
	_____ (1)
	_____ (2)
_____ Through its Authorized Signatory Mr. _____	

PHOTOGRAPH OF SHOP/OFFICE

Preliminary Draft for Discussion Only

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SIGNED & DELIVERED BY THE WITHIN NAMED	
M//S. VENUS PALM INFRASPACE LLP (THE OWNER/PROMOTER)	(THE PURCHASER)

	(1)
Through its Authorized Signatory Mr. _____	_____ (2)

SCHEDULE UNDER SECTION 32(A) OF THE
REGISTRATION ACT
NAME, SIGNATURE AND THUMB IMPRESSION OF THE
OWNER/PROMOTER

<u>NAME AND SIGNATURE</u>	<u>THUMB IMPRESSION</u>	<u>PHOTOGRAPH</u>
M/s. Venus Palm Infraspac LLP through its authorized signatory Mr.		

NAME, SIGNATURE AND THUMB IMPRESSION OF THE PURCHASER

<u>NAME AND SIGNATURE</u>	<u>THUMB IMPRESSION</u>	<u>PHOTOGRAPH</u>

Preliminary Draft for Discussion Only

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(1)		
(2)		