SALE DEED

Sale deed of immovable property bearing **Flat / Shop No.**____ on the _____ floor of _____**Block** in Vandematram Fabula scheme situated at Mouje Charrodi of Ghatlodiya the Registration District and Sub District of Ahmedabad (Sola-8).

THIS SALE DEED IS EXECUTED at Ahmedabad on this ____ day of _____, **2017,**

BETWEEN

M/S. VYAPTI ENTERPRISE, a partnership firm having office at A-Wing, 3rd Floor, Vandematram Arcade, Vandematram Road, Gota, Ahmedabad-382481, Through its partner MR. VIPUL C. BHAVSAR hereinafter collectively referred to as 'Party of the First Part' or 'Promoter' which expression shall mean and include Partner or Partners for the time being and from time to time of the said firm and their heirs, executors, successors and assigns of the One Part.

And

Allottee Name_____ (PAN NO. _____, & _____ (PAN _____) respectively Residing at _____, & Email Id:- _____ hereinafter called 'second Party' or 'Party of Second Part' or The "Allottee" which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s, executor/s, administrator/s and assign/s,/incase of HUF, coparcener/s, member/s for the time being and from time to time of the said HUF and their heirs, executors, administrators and assigns/in case of proprietary firm, its Sole proprietor, his heirs, executors, administrators, successors and assigns/incase of Partnership firm, partner/s for the time being and from time to time of the said firm and their heirs, executors, administrators and assigns and in case of Company its Successors and assigns of other part.

WHEREAS:

(A) The **M/S. VYAPTI ENTERPRISE** (Promoter) is seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of Freehold Non-Agriculture Land bearing Survey No. 233 of Mouje Charrodi admeasuring 10623 sq.mts. Which bears Final Plot No. 116 admeasuring 6374 sq.mts. of Draft Town Planning Scheme No. 36 in Ghatlodiya Taluka in Registration District and Sub- District Ahmedabad (Sola-8) which land is hereinafter referred as "the said land" more particularly described in **Schedule-A** hereunder written.

(B) The Promoter proposes to develop a Residential & Commercial scheme known as **"VANDEMATRAM FABULA"**

("Project") and more particularly consisting of 200 flats and 28 shops.

AND WHEREAS:

(C) The Promoter has put up Residential & Commercial Project named and known as "VANDEMATRAM FABULA" on the final plot area of the said land. The permission from Ahmedabad Municipal Corporation Authority (AMC) has given permission for the construction on the said land Wide **Case No. BHNTI/NWZ/291015/GDR/A5261/RO/M1 and Rajachitthi No. 5347/291015/A5261/RO/M1 & BHNTS/NWZ/291015/GDR/A5262/RO/M1 and Rajachitthi No. 5348/291015/A5262/RO/M1 Dated 08/02/2016**, (The Promoter has provided parking on Hollow Plinth & Basement for two wheelers to be used in common with others and demarked parking for each flat for four wheelers for those members who own four wheeler vehicle and desire to park it. The Promoter has provided exclusive Part terrace top & Adjoining use facility to certain flats on top floor of the Block A-B & Adjoining terrace use facility on First & second floor of block A - B & First Floor of C - D. "Allottee" will not take any objection as this is for proper maintenance of part terrace, other than exclusive terrace, common terrace is also kept by Promoter for other members.

(D) The non-agricultural use permission for the said land for Residential & Commercial purpose is granted by Collector, Ahmedabad by order No. **CB/ADM/NA/K-65/S.R.-161/2015 dated 13/07/2015.**

(E) The Title Clearance Certificate with report of the Title for the said Land has been obtained from **SHREE PRAKASH C SHAH** Advocate of Ahmedabad and prior to the execution of this Agreement, the "Allottee" has/have examined and satisfied himself /herself/themselves/itself about the title of the said land and the "Allottee" has accepted the same fully and unconditionally and the second party has no requisition or doubt about it..

F. The Promoter obtained sanction/approval of the final layout plans for the Project from Ahmedabad Municipal Corporation and accordingly the Promoter had commenced the work of construction and development of the Project;

G. The Promoter also procured necessary approvals from the concerned local authorities, municipal corporation and/or Government, as required by law, pertaining to the plans, the specifications, elevations, sections of the Project;

H. While developing the Project, the Promoter has observed and performed the terms, conditions, stipulations and restrictions laid down by the concerned local authority, municipal corporation and/or Government while sanctioning/approving the lay-out plans;

I. The Promoter having completed the construction of the Project, applied for Building Use Permission which came to be granted by the Ahmedabad Municipal Corporation vide No. _____, dtd.___/___/2017.

J. The Promoter has got the Project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar under the Registration No._____, dtd.___.___.2017;

K. The Promoter has the sole and exclusive right to sell the Flat/Shop of the Project constructed upon the Said Land and to enter into agreement(s) with the allottee(s) of the Bungalows and to receive the sale consideration in respect thereof;

(F) The Allottee applied to the Promoter for allotment of **Flat / Shop** -_____ on the _____ floor, admeasuring _____ Sq.mts. **Carpet area**, Balcony / Wash having area ____Sq.Mtr, Open & Attached Terrace Area _____Sq.Mtr and Proportionate Share in Common Amenities & Facilities_____Sq.Mtr,totaling carpet area------ sq.mtrs in _____ **Block** and demarked parking for four wheeler in premises, together with proportionate undivided and impartible share to the extent of _____ sq.mtr. in said land together with rights of joint ownership and use in common with others in common amenities and facilities to be provided in the aforesaid project hereinafter collectively referred to as "the said property" more particularly described in the **Schedule-B** hereunder written.

L. The authenticated Floor Plan of the Unit & Layout Plan of the Project are respectively annexed as Annexure-A & Annexure-B to this Deed;

M. Upon approach of the Allottee/s, the Promoter agreed to sell "the Unit" to the Allottee/s at or for the total sum or consideration of **Rs._____.00 (Rupees** _____ _____ **Only)** (hereinafter called "the **Total Price**") and upon terms - conditions which was agreed by the Allottee/s. **The Unit** includes the undivided share of _____ **sq. meters** in the land.

N. Pursuant to the aforesaid the Promoter the Allottee entered into Agreement to Sale duly registered in the office of Sub Registrar of Ahmedabad (Sola-8) vide Sr. No._____, dtd.___.___.2017.

O. "The **Total Price**" for the Unit includes the price of the Unit and proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities, The break-up of the consideration is as under :

Block_____, Flat / Shop No. ___ Carpet Area : ____ sq. Mtr. Balcony/ Wash Carpet Area : ____ sq. Mtr. Open & Attached Terrace Carpet Area : ____ sq. Mtr Total------ Sq.Mtr	Cost of unit Rs._____.00 (in words _____ _____ Only).
Total	**Rs._____.00** **(in words Rupees _____** **_____ Only).**

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Unit;

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax (GST w.e.f. 01st July, 2017), and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Unit;

(iii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees and all other government levies taxes & duties will be paid & borne by the Allottee and not included in the Total Price;

(iv) The Total Price above excludes maintenance deposit, maintenance expenses, Torrent Power Ltd. – AMC – Legal charges, Extra Work Cost (if any) to be borne by the Allottee and not included in the Total Price.

(v) Provided that in case there is any change / modification in the taxes, the Total Price payable by the Allottee to the Promoter under this Agreement shall be increased / reduced based on such change / modification;

(vi) The Total Price of Flat/Shop includes: 1) pro rata share in the Common Areas as provided in the Agreement.

P. The Carpet area of the constructed Unit is _____ **square meters** and "carpet area" means the net usable floor / plot area of a Unit, excluding the area covered by the external walls, areas under service shafts but includes the area covered by the internal partition walls of “the Unit”.

Q. At the request of the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Promoter's Architects **Saurabh Verma** and of such other documents as are specified under the Act and Rules and Regulations made thereunder and the Allottee is satisfied with the same;

R. The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Promoter, Property Card, Extract of Village Forms VI, VII and XII and other relevant revenue records

showing the nature of the title of the Owners to the Said Land on which the Project is being constructed have also been inspected and the Allottee is satisfied in respect of the same;

S. The authenticated copies of lay-out plans sanctioned / approved by the local authority, municipal corporation and/or Government have also been inspected by the Allottee.

T. That as agreed, the Allottee has paid "the **Total Price**" for the purchase of the said property to the Promoter as under:

Rs._____.00	Rupees _____ only paid by the Allottee to the Promoter by Cheque No._____, dtd.___.___.2017 drawn on _____ Bank, _____ Br.
Rs._____.00	Rupees _____ only paid by the Allottee to the Promoter by Cheque No._____, dtd.___.___.2017 drawn on _____ Bank, _____ Br.
Rs._____.00	Rupees _____ only paid by the Allottee to the Promoter by Cheque No._____, dtd.___.___.2017 drawn on _____ Bank, _____ Br.
Rs._____.00	**(Rupees _____ Only)**.

* Promoter confirms the receipt of “The Total Price” subject to realization of cheques.

U. The Allottee, having paid the Total Price of Rs. _____.00 (Rupees _____ Only) as aforesaid, has now requested the Promoter to execute a Sale Deed for the said property in favour of the Allottee herein. And the Promoter at the request of Allottee have agreed to execute a Sale Deed in favour of the Allottee in respect of the said property, which is more particularly described in the Schedule hereto in the manner hereinafter appearing.

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

1. In pursuance of the aforesaid Agreement for sale, and for a full and final consideration of the sum of **Rs._____.00 (Rupees _____ Only)** paid on or before the execution of these presents by the Allottee to the Promoter (the payment and receipt whereof the Promoter hereby admits and acknowledges and of and from every part thereof forever acquit, release and discharge the Allottee), the Promoter doth hereby give, grant, allot, assign, convey and transfer by way of sale unto the Allottee forever the Unit togetherwith all fittings, fixtures, electric supply, electric service, water supply, drainage and all other such services essential for use and occupation of the Unit and also liberties, easements, profits, privileges, advantages, rights, member and appurtenances whatsoever to the said Unit, belonging to or in any way appertaining to or with the same and togetherwith the rights of using the common facilities of the Project and togetherwith all those proportionate and undivided rights in or upon the common amenities in the Project **"VANDEMATRAM FABULA"** belonging to or in anyway appertaining to or with the same or any part thereof now hath or at any time heretofore usually held, used, occupied or enjoyed by the Promoter or reputed or known as part and parcel or members thereof AND ALL THE ESTATE , right, title, interest, use, inheritance, property, benefit, claim and demand whatsoever, both at law and equity of the Promoter into or upon the Unit/said property or any part thereof TO HAVE AND TO HOLD all and singular, the Unit/said property hereby granted, conveyed, transferred and assured or intended or expressed so to be with its and every of its rights, members and appurtenances UNTO AND TO THE USE and benefit of the Allottee, forever SUBJECT to the payment of rates, taxes, assessments, dues, and duties now chargeable upon the same or hereafter in relation to the period from the date of the execution these presents become payable in respect thereof for

the Project **"VANDEMATRAM FABULA"** or to the State of Gujarat or Ahmedabad Municipal Corporation, or any other local body or bodies.

2. AND the Promoter doth hereby for themselves and their office bearers, Legal heirs, Administrators, Executors, Successors & Assigns covenant with the Allottee that notwithstanding any act, deed, matter, or thing whatsoever by THE Promoter or any of them or any person or persons lawfully or equitably claiming by, from, through, under or in trust from them made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Promoter now have for themselves, good right, full power and absolute authority to give, grant, sell, convey, allot and assure the Unit/said property UNTO and to the use of the Allottee in the manner aforesaid.

3. The Allottee shall and may at all times hereafter subject to the aforesaid peacefully and quietly hold, enter upon or occupy, possess and enjoy the Unit/said property, privileges and benefits of the "said property" and receive the rents, issues, profits and benefits thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Promoter or any person or persons lawfully or equitably claiming or to claim by from under or in trust for it or any of them. Freely and clearly, absolutely acquitted, exonerated, released and forever discharged, or otherwise by the Promoter well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estates, titles, charges, encumbrances, whatsoever either already or hereafter made executed, occasioned or suffered by the Promoter or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them and or any of them.

4. AND FURTHER that the Promoter and all persons having lawfully or equitably claiming any estate right title or interest at law or in equity whatsoever in the Unit/said property hereby granted conveyed transferred and assured or any part thereof by from under or in trust for the Promoter, their heirs, executors, successors and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Allottee do and execute or cause to be done and executed all such further and other acts, deeds, things, evidences, conveyance and assurances in law whatsoever for the better and more perfectly and absolutely assuring the Unit/said property and every part thereof UNTO and to the use of the Allottee in the manner aforesaid as shall or maybe reasonably required by the Allottee, his/her/their/its successors in titles or assignee or his/her/their/its counsel in law for assuring the said property and every part thereof hereby granted conveyed transferred and assured unto and to the use of the Allottee in the manner aforesaid.

THIS DEED FURTHER WITNESSETH AS UNDER:

1. As the Building Use Permission is issued by the Ahmedabad Municipal Corporation, the Promoter have handed-over the physical possession of the Unit/said property to the Allottee.

2. The Promoter will form a Service Society or Appropriate forum of the Allottees for the purpose of maintenance and upkeep of the said Scheme including common Plots and amenities and the Allottee shall co - operate fully with the Promoter and shall sign all documents and necessary papers for the purpose. The Allottee shall subscribe and contribute towards costs and expenses incurred for formation of Maintenance Society on pro-rata basis of the sizes of their individual Units. And the

Allottee shall co - operate fully with the Promoter and shall sign all documents and necessary papers for the purpose.

3. And the Allottee agrees to become a member of and observe the rules, framed from time to time by the Promoter / Maintenance Society for quiet and peaceful enjoyment of the said Unit/Project, whereby the Project remain a decent Project. And the Allottee shall be proportionately liable to pay and accepts the payments made by the Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of the Unit whichever is earlier and Allottee shall pay to the Promoter / Maintenance Society, the non-refundable maintenance on proportionate basis on demand as and when required.

4. The Promoter shall maintain the said Project until the last Unit of the said Project is being sold and possession of the same being handed over to the concerned Unit Holder and two years from the BU Obtained. After which the management of the Maintenance Society will be handed over to the members of the said Project. Thereafter the Promoter shall hand over the charge of the Maintenance Society to the members of the said Project. Whenever the administration of Maintenance Society is been handed over to the members from that time it will be owned and controlled by the Co-Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest and not number of members. It shall have such constitution as reasonably provided by the Promoter at the initial stage and such constitution may provide for alteration of its constitution, arbitration of disputes between Co-Owners and regarding common user and certain important decisions to be taken by more than three-fourths of the Co-Owners.

5. No individual / independent Allottee or group of Allottees will form any other Ad-Hoc-Committee, Holding Organization or Maintenance Society / Company, other than the one formed by the Promoter nor will the Promoter be obliged to recognize one, if at all formed, despite this restriction, unless the same has the 100% collective mandate of all the Allottees.

6. That the Allottee from the date of execution of this Sale Deed shall pay all the outstanding and out going towards the Government and Semi-Government Taxes, Local Authority Taxes including Municipal Property Taxes, Electricity Bill of Torrent Power Ltd., AMC Drainage Charges,AMC Local Taxes Water Tax, Adani Gas Usage Charges etc. and all other amounts payable in connection of the said property.

7. The Allottee shall at his/her/their/its own costs, charges and expenses mutate the said property in his/her/their/its name as absolute owner and occupier in all the government & semi-government records as well as in the records of Local Authority & Torrent Power Ltd., and the Promoter undertakes and confirms that whenever for the same if their sign, affidavit, bond, declaration or any other document is required it will fully co-operate from time to time.

8. The Allottee agrees that all the rules, regulations and by-laws of the Maintenance Society formed by the Promoter for the purpose of maintenance and upkeep of the Project, shall be applicable and binding to him / her / them and he / she / they will perform his / her / their part of obligations and will also become member of said **MAINTENANCE SOCIETY**.

9. The Allottee shall have no right in and shall not use the common areas either for parking of cars or other motor vehicles or two wheelers or otherwise and all the other common areas not required by the Allottee for ingress to and egress from the

said property as otherwise expressly conveyed and agreed or expressed so as to belong to the Allottee. Layout of Parking can defer from approved parking for convenience of the members and it shall be reserve for the allotee only. No outside member will allow.

10. In case of the Allottee or its transferee / assignee desires to let-out the said Property on Lease / Leave & License basis, shall not be entitled to do so without taking the prior written consent of the **MAINTENANCE SOCIETY**. And in no event the Allottee or its transferee / assignee shall be entitled to let-out the said property on Lease / Leave & License / whatsoever basis to any individual/s (living in the said property without family), Company Guest House, Paying Guest/s or to any non-residential users. And if the **MAINTENANCE SOCIETY** finds any such kind of usage, shall become entitled to evacuate such users from the said property without any prior intimation / permission.

11. Only the Allottee shall be responsible for the repayment of loan, if any taken by the Allottee from any financial institution for financing the purchase of the said property. The Promoter shall not have any liability or responsibility in this regard.

12 The Allottee shall have the right to the Unit as mentioned below:

(i) The Allottee shall have exclusive ownership of the Unit;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always

be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;

(iii) That the computation of the price of the Unit includes recovery of price of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

13. That the Allottee will not conduct any illegal activities or malpractice barred by any provision or law of India in the “said property” and if found guilty for the same the Allottee solely will be held responsible for the said offences.

14. To allow the Promoter or its representative and/or the representatives of maintenance company/society with/without workmen, to enter into the said property for the purpose of maintenance and repairs with prior notice.

15. To be proportionately liable and accept the payments made by the Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion of scheme or date of possession of the said property whichever is earlier including the rates and taxes for and/or in respect of the Project including common parts/area to be paid by the Promoter out of the non-refundable maintenance expenses taken for Two year and further more to be wholly liable and responsible for payment of the Municipal rates and taxes for the said property from the date of completion or date of possession, whichever is earlier, and pay the same to the

Promoter / Ad-Hoc Committee / Maintenance Society as the case may be on proportionate basis on demand, till such time the Mutation of individual Units are completed and individual Allottees are assessed separately.

16. In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Promoter and / or Maintenance Society as the case may be towards such liability.

17. To be liable and responsible for direct payment of electricity, gas, water etc. and other utilities consumed in or relating to the said property wholly and proportionately in relation to common Plots & amenities which shall be paid by the Maintenance Society.

18. All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to and kept with the Maintenance Society.

19. The Promoter from time to time may change, alter, add to or modify the Rules of the Maintenance Society and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Units by their respective Owners or for the mutual benefit of the Co-Owners.

20. It is made clear that the Project is an independent, self-contained Project covering the said Land and is part of project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that

Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

21. It is expressly agreed that the Allottee shall not have any right to Future F.S.I. available for the Project and the Allottee either himself or through Association to Allottee/s shall not be entitled to use the said Future F.S.I. or any part thereof for any purpose whatsoever and whereas the Owner / Promoter or its assigns or transferees reserves the right to use that future F.S.I. rights to utilize the same in a manner as and when (even after handing over of the possession of the units to the concerned Allottee/s) they deem fit at their own discretion without asking for any approval from the Allottee/s or its assigns or transferees shall be entitled to utilize the said Future F.S.I. on such terms & conditions as the Promoter or its assigns or transferees deem fit and the income thereof shall be of the Promoter's or its assigns' or transferees'. And for any of the above referred activity initiated by the Promoter or its assigns or transferees / Allottee/s shall not raise any objection for the same and the Promoter or its assigns or transferees are not required to obtain any permission prior to initiating any such activity.

22. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows :-

    i. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is

situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the 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 Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the 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 Unit or any part thereof, nor any alteration in the elevation and outside color Project of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. 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 project land and the building in which the Unit is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.

viii. 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, on account of change of user of the Unit by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall 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 Allottee 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 out-goings in accordance with the terms of this Agreement.

xi. The Allottee 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.

xii. The Allottee 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 project land or any part thereof to view and examine the state and condition thereof.

xiii. Not to close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color Project of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows , including grill of the said unit which in the opinion of the Promoter differs from the design and color Project of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Allottee shall require to put grills on the exterior part of his/her/its unit, the design of the same shall be approved by Promoter in advance but in no event the Allottee shall install any box type grills.

xiv. Not to subdivide the said unit, or any portion thereof.

xv. Not to do any act deed or thing to obstruct the construction and completion of the said Unit or Project in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said unit.

xvi. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Building including common areas etc. except in the garbage bin provided for.

xvii. Not to discharge into any conducting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting medial or drainage of the said Project.

xviii. Not to cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or of any open spaces, passages or amenities available for common use.

xix. To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said unit wholly and proportionately in relation to common parts which shall be paid by the Maintenance Society.

xx. Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Unit except with the prior approval in writing of the Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.

xxi. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.

xxii. Not to install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Promoter.

xxiii. Not to use the said Unit or permit the same to be used for any purpose other than residential viz. for commercial use and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring Apartments or for any illegal or immoral purposes or as boarding house, guest house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place whatsoever. Not to use the said Unit or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys or Diagnostic Laboratory or Chamber either for a Doctor or a Nursing Home or for any other purpose without the consent of the Promoter.

xxiv. Not to keep in the parking space, anything other than private motor car or motorcycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before and not to use the parking space for dwelling or staying by any person or blocking by putting any article shall not be allowed in the car parking space.

xxv. Not to park car scooter or any vehicle on the pathway or open spaces of the Project or at any other place for car / scooter or any other motor vehicle parking.

xxvi. Not to keep or store in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable, radio active or explosive or which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise save as may be normal and compatible with good class Building.

xxvii. To abide by such rules and regulation as may be made applicable by the Promoter before the formation of the Maintenance Society and/or adhere to the Maintenance Society after it is incorporated to comply with and/or adhere to the rules and regulations of such Maintenance Society.

xxviii. Not to change or cause to change the name of the Project- '**VANDEMATRAM FABULA'** under any circumstances.

24. The Allottee shall not be entitled to transfer or assign the said property without prior written consent of the Maintenance Society. Such transfer / assignment can be made subject to the payment of the Assignment Fees to the Maintenance Society.

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

26. The Promoter hereby indemnifies to the Allottee that the right-titles of the said property are Clear, Marketable, Saleable and free from all encumbrances. There is no charge, interest or encumbrances, in upon, to or on the said property of any nature whatsoever or any person whomsoever including by way of sale, mortgage, gift, exchange, leave and license basis, care-taker basis, easement rights, trust, benami, partnership, or otherwise.

27. The Promoter has delivered the photo-copies of all requisite deeds and papers regarding the title of the said property to the Allottee. And the Allottee has satisfied himself / herself / themselves / itself to the best of his / her / their / its satisfaction.

28. The said property is covered in the jurisdiction of _____ Police Station, therefore it is not covered under disturbed area of Ahmedabad City, as listed under the Government Gazette and therefore no prior permission of the Collector, Ahmedabad for the transfer of the said property is required to be obtained.

29. It is declared that **Mr. Vipul Chandrakant Bhavsar** (Partner of the Promoter) has been empowered by the said Partnership Firm to sign and execute all transfer deeds (which includes agreement to sale, sale deeds, deeds of conveyance etc.), thereby he has signed the said Deed of Conveyance on behalf of the Promoter Partnership Firm.

30. It is declared that the Promoter have appointed **Mr. Ketan Bhavsar / Mr.Bhupendra Bhavsar** as their Power of Attorney Holder by executing Power of Attorney registered in the office of Sub Registrar of Ahmedabad (Sola-8) vide Sr. No.4254 dtd. 01/04/2016. And **Mr. Ketan Bhavsar / Mr.Bhupendra Bhavsar** has been empowered and authorized only to present,

acknowledge and admit before Sub-Registrar on behalf of the Promoter all the agreements / deeds (including transfer deeds like sale deed/s, deed/s of conveyance, agreement/s for sale) for various units in the said Project, which have been signed and executed by the authorized partner of the Promoter Partnership Firm.

31. All stamp duty, registration charges, Government Levies, Taxes & Duties, Advocate Fees and other incidental expenses and/or in relation to conveyance of the Unit/said property and for obtaining approval and consent necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto has been and shall be borne and paid by the Allottee.

SCHEDULE 'A'

Freehold Non-Agriculture Land bearing Survey No. 233 of Mouje Chharodi admeasuring 10623 sq.mts. Which bears Final Plot No. 116 admeasuring 6374 sq.mts. of Draft Town Planning Scheme No. 36 in Ghatlodiya Taluka in Registration District and Sub- District Ahmedabad (Sola-8)

Bounded by :

On the East :-

On the West :-

On the North :-

On the South :-

SCHEDULE- B

Flat / Shop -_____ on the _____ floor, admeasuring _____ Sq.mts. **Carpet area**, Balcony / Wash having area ____Sq.Mtr, Open & Attached Terrace Area _____Sq.Mtr and Proportionate Share in Common Amenities & Facilities_____Sq.Mtr,totaling carpet area------ sq.mtrs in _____ **Block** and demarked parking for four wheeler in premises, together with proportionate undivided and impartible share to the extent of _____ sq.mtr. in said land without any right of future FSI, if any on this land which is retained by and to be utilized by the Promoter together with rights of joint Ownership and use in common with others in common amenities and facilities to be provided in the aforesaid project Known as **"Vandematram Fabula"** Constructed on

Bounded by :

On the East :-

On the West :-

On the North :-

On the South :-

Address of the Property :

Sign of Owners :

Sign of Promoter :

Sign of Allottee :

Address of the Property :

Sign of Owners :

Sign of Promoter :

Sign of Allottee :

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year above written.

SIGNED SEALED AND DELIVERED]
BY THE **PROMOTER** :]
M/S. VYAPTI ENTERPRISE]
A Partnership Firm]
Through its Authorized Partner]
Mr. Vipul Chandrakant Bhavsar] _____
]
]

In the Presence of :-

1. _____

2. _____

ANNEXURE-A

Floor Plan of the Unit

ANNEXURE-B

Layout Plan

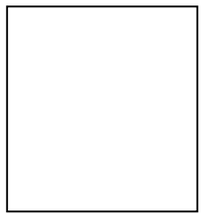
Schedule under sec. 32 (A) of The Registration Act :-

PROMOTER

M/S. VYAPTI ENTERPRISE,

A Partnership Firm

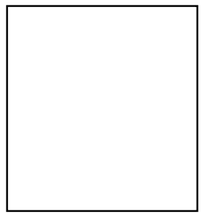
Through its Authorized Partner :-



_____

Mr. Vipul Chandrakant Bhavsar

ALLOTTEE



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