

DEED OF CONVEYANCE

(Consideration Rs.27,00,000/-)

Deed of Conveyance of property bearing **Unit/Flat No. 402** on **4th Floor** of **Block No. "B"** of the building known and named "**VANDEMATRAM HILLS**" together with exclusive and common rights attached to it for the consideration of **Rs.27,00,000/- (Rupees Twenty Seven Lacs Only)**.

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FIRST PARTY: **M/S. HARIKALP DEVELOPERS** a partnership firm registered under the Indian Partnership Act-1932, having its principal office at Survey No.151/03/02, Nr. Vishwas City, Opp. Vishwas City-5, Satyamev Vista Road, Gota, Ahmedabad-382481. Through its administrative Partner MR.BRIJESH MAHESHBHAI PATEL, adult, Hindu by Religion, Occupation: Business, Residing at: 6, Kameshvar Vihar Bungalow, Near Shivranjani Cross Road, Satellite, Ahmedabad-380015. (Gujarat).
(PAN : AAJFH 2590 M)

hereinafter referred to as the Vendor and/or Seller and/or Party of the First Part or First Party, which expression shall unless repugnant to the context or meaning thereof mean and include the First Party and its respective partners for the time being and from time to time and its legal heirs, representatives and successors of the surviving partners the

ONE PART.

AND

SECOND PARTY: (1) MR. KAUSHIKKUMAR PRAHLADBHAI PATEL

PURCHASER/S : PAN:- CDHPP 9255 L Age-29

(2) MRS. KOMAL KAUSHIKKUMAR PATEL

PAN:- CRQPP 0669 D Age-27

Hindu by Religion, Occupation : Business,

Residing at:- 1, Kailash Krupa Society, TB Road,
Vijapur, Mahesana.

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hereinafter referred to as the Purchaser/s which expression shall unless repugnant to the context or meaning thereof include his/her/their respective heirs, executors, legal representatives and assigns, of the Other Part.

Both the Vendor and Purchaser are hereinafter referred to as the Parties and individually as party.

WHEREAS :

- (A) The Vendor herein M/s. Harikalp Developers partnership firm is seized and possessed of and absolute owner and otherwise well and sufficiently entitled to the piece and parcel of non-agriculture land bearing Final Plot No.133/2 admeasuring 1833 Sq.Mtrs. of Town Planning Scheme No.32 of Mouje-Gota, allotted in lieu of land bearing Block / Survey No.151/03/02 of Mouje : Gota of Ghatlodia Taluka in the Registration District Ahmedabad and Sub-District Ahmedabad-8 (Sola) hereinafter referred to as the said land more particularly described in the First Schedule hereunder written. The Vendor has purchased the said land from Shri Dhirajlal Mangaldas Patel and Shri Kanubhai Mangaldas Patel by a conveyance deed dated 11-04-2016 registered with the Sub-Registrar Ahmedabad-8 (Sola) on the same day under registration No. 4665 as also Shri Dhirajlal Mangaldas Patel and Shri Kanubhai Mangaldas Patel by a conveyance deed dated 28-07-2016 registered with the Sub-Registrar Ahmedabad-8 (Sola) on the same day under Registration No.9740.
- (B) The District Collector, Ahmedabad has granted revised non-agriculture use permission for the final plot area of the

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said land for Residential-Cum- Commercial use vide his order No. (1) CB/LAND-2/N.A./S.R.1194/2015 on Dated 12-01-2016. And (2) N.A./U-1-2/CLAUSE-65-A-GOTA-CASE NO.215/2015 on Dated 22-03-2016.

- (C) The Vendor has decided and proceeded with for the development of the said land and has floated a scheme of residential flats and commercial shops / showrooms with common amenities and facilities, also providing for undivided impartible proportionate share in the said land as well as in common assets amenities and facilities on the said land named and known as 'VANDEMATRAM HILLS'.
- (D) The Senior Town Planner Ahmedabad Municipal Corporation (AMC) has given development permission and The Plan for the development have been approved by Ahmedabad Municipal Corporation vide order No.BLNTI/NWZ/080316/GDR/A6068/R0/M1 and commencement certificate being Raja Chitthi No.6128/080316/A6068/RO/M1 Dated 02/06/2016 and BLNTS/NWZ/080316/GDR/A6069/R0/M1 and commencement certificate being Raja Chitthi No. 6128/080316/A6069/RO/M1 Dated 02/06/2016.
- (E) The Vendor has commenced and completed the construction work of Vandematram Hills as per approved plans and specifications with several facilities and amenities for common use. The work for obtaining Building Use Permission is in process and will be obtained shortly.
- (F) The Vandematram Hills consist of two buildings numbered as Block - "A", and "B" and Block - "A" there is construction of shops and showrooms on Ground Floor, and residential-

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cum-commercial on First Floor and residential construction of flats from Second Floor to Seventh Floor as per approved plan and in Block "B" there is residential construction of flat from first to seventh floor as per approved plan.

- (F-1) The Vendor has provided certain separate common amenities and facilities for owners of commercial shops and showrooms, and for owners of residential flats, which has to be enjoyed and used to the exclusion of the other, more specifically respectively described in Part-A (Commercial) and Part-B (Residential) of the Third Schedule hereunder written. This apart has provided certain common facilities to be owned, used and enjoyed in common by both the owners of commercial units-shops and owners of residential units-flats, with or without more particularly described in Part-C of the Third Schedule hereunder written. Further, there are certain flats which have adjoining terrace such flats are more particularly described in Part-D of the Third Schedule hereunder written. The Purchasers of such flats with adjoining terrace shall have exclusive right to use the terrace adjoining to the flat purchased to the exclusive of all others and such terrace shall always be used with condition that it shall always be kept open to sky, without any temporary or permanent construction thereon.
- (G) The Vendor has given to the Purchaser full and complete information, details, of the aforementioned scheme known as Vandematram Hills including but not limited to the title of the Vendor to the said land but also about the building, approved plans, drawings, non-agriculture use permission for

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the said land and all other permissions and sanctions, granted, details of all the materials, things and articles used, specifications, quality and quantity of all the materials used in the scheme, details regarding separate and common amenities / facilities provided to the Purchasers of commercial units and residential units, provision of exclusive and common rights of flat holders exclusive terrace rights to the flat owners of flats with adjacent terrace and the Purchaser, after verifying and causing verification through their sources and after scrutinizing all papers, plans relevant documents and the scheme as a whole, the Purchaser herein having been fully satisfied in all respects with regard to the right, title, interest, responsibilities and authority of the Vendor, the Purchaser has decided to purchase the flat in the scheme.

- (H) The Vendor and the Purchaser have negotiated for the sale of **Flat No.402** admeasuring **67.38 Sq.Mtrs Carpet Area (As Per RERA) + Wash Area 2.57 Sq.Mtrs. Carpet Area + Balcony 3.57 Sq.Mtrs. Carpet Area** situated on the **4th Floor** in the **Block No."B"** togetherwith undivided impartible share of **23.20 Sq.Mtrs.** in Final Plot No.133/2 land admeasuring 1883 Sq.Mtrs. also togetherwith exclusive and common rights in common amenities, facilities including common non exclusive parking facilities provided in the scheme, more particularly described in Parts-B, C and D of the Third Schedule hereunder written which all together hereinafter referred to as the said property and individually as the said flat more particularly described in the Second Schedule hereunder written.
- (I) On completion of negotiations, the Purchaser/s has agreed to purchase and the Vendor has agreed to sell the said property togetherwith undivided impartible proportionate share in the said land also togetherwith all exclusive and common

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rights attached to it at or for a lump sum price or consideration of **Rs.27,00,000/- (Rupees Twenty Seven Lacs Only).**

(I-1) The Purchaser has paid the price / consideration fixed as under :

<u>Amount</u>			<u>Cheque</u>	
<u>Date</u>	<u>(in Rs.)</u>	<u>Name of Bank</u>	<u>Branch</u>	<u>No.</u>
19/10/16	Rs. 2,70,000/-	HDFC BANK	Changodar	000006
04/11/16	Rs.20,00,000/-	HDFC BANK	Mumbai	748355
	Rs. 4,30,000/-	HDFC BANK		

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Rs.27,00,000/- (Rupees Twenty Seven Lacs Only)

(I-2) It has been agreed and clearly understood by the Purchaser that the consideration mentioned above of the said flat does not include the amount of maintenance deposit **Rs.25,000/- + Rs. 25,000/- Advance Running Maintenance** and the Purchaser/s has agreed to pay the same over and above the consideration fixed and which do not form part of consideration as and when demanded by Vendor / Maintenance forum formed / to be formed by the Vendor.

- (J) The Purchaser/s has now requested the Vendor to execute conveyance deed for sale of the said **Flat No.B-402** which the Vendor has agreed to do.

NOW THIS DEED WITNESSETH AS UNDER

- (1) That in consideration of the aforementioned agreement and in further consideration of the payment of the consideration in full amounting to **Rs.27,00,000/- (Rupees Twenty Seven Lacs Only)** the payment and receipt whereof the Vendor do hereby admit and acknowledge and of and from the same and every part thereof for ever acquit, release and discharge the Purchaser, the Vendor do hereby grant, sell, assigns, release, convey and assure unto the Purchaser for ever free from all encumbrances or charges all that premises bearing **Flat No. B-402** of the building complex known and named as Vandematram Hills more particularly described in the Second Schedule hereunder written which is constructed on the said land bearing Final Plot No. 151/03/02 of Town Planning Scheme No. 32 (Mouje-Gota) situate within the Village sim of Mouje : Gota of Ghatlodia Taluka in the Registration District Ahmedabad and Sub- District Ahmedabad-8 (Sola) more particularly described in the First Schedule hereunder written together with undivided impartible share of **23.20 Sq.Mtrs.** in the said land, also togetherwith rights and use in common in the common Assets, amenities and facilities provided in the Vandematram Hills Scheme more particularly described in Part-B, C and D of the Third Schedule hereunder written being the said property TOGETHER WITH ways, paths, passage, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said Property or any part thereof belonging or in any way appertaining to or with the

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same or any part thereof now had or any time heretofore usually held, used, occupied or enjoyed or reputed or known as part thereof and to belong or be appurtenant thereto and all other common rights and amenities in the Project proportionately with other owners of various flats in the Scheme and all the estate right, title, interest, claim and demand whatsoever at law and in equity of the Vendor in to out of or upon the said Property, undivided proportionate share in the said land hereditaments and assets and premises or any part thereof TO HAVE AND TO HOLD the said Property hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances unto and to the use and benefit of the Purchaser/s for ever as absolute and full owner/s and also togetherwith membership in the Scheme by way of allotment of share of special vehicle formed by the Vendor for maintenance of the common amenities and facilities and other services and subject to the rules, regulations and resolutions that be made and formed by the maintenance forum and also subject to the terms and conditions stated in this Deed and in other deeds like booking application, agreement for sale, possession letter etc. made in respect of the said Property.

- (2) That quiet, vacant and peaceful possession of the said Property described in Second Schedule is delivered by the Vendor herein to the Purchaser/s today on the execution of this deed and the Purchaser/s acknowledge/s the delivery of the said Property by the Vendor in good and proper condition.
- (3) The Vendor has formed and registered / will form and register maintenance forum (to be referred to as said

ìMaintenance Service Societyî) for management and maintenance of common Assets, amenities facilities, roads, common plot etc. of said scheme and Purchaser/s shall from time to time sign and execute the application and other papers and documents mandatory and necessary for the membership of the maintenance forum so formed. The Purchaser shall co-operate and assist the Vendor for formation and becoming member of the maintenance forum.

- (4) The Purchaser/s agree/s that though they has become free, independent and absolute owner/s of the said Property shall be used, occupied and transferred as one unit by them as per rules and regulations that shall be framed by the said Maintenance forum as the case may be. Therefore the use and transfer etc. of said property shall be in accordance with the rules and resolutions of the maintenance forum which is / will be formed for management and maintenance of common facilities of said Vandematram Hills Scheme.
- (5) And the Vendor doth hereby for themselves, their successors and assigns covenant with the Purchaser/s that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any of their predecessors-in-title or any person or persons lawfully, or equitable claiming by, from, through, under him or them or omitted or knowingly suffered to the contrary the Vendor now hath at the execution of these presents good right, full power and absolute authority to allot, grant, release and assure the said property hereby granted, conveyed released or assured or intended so to be unto and to the use of the Purchaser/s in the manner aforesaid and

subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the Maintenance forum as may be formed for the management of entire Vandematram Hills scheme.

- (6) And the Purchaser/s on the execution of this deed and having obtained possession of the said property from the Vendor shall and may at all time hereafter peaceably and quietly enter upon, occupy, possess and enjoy the said property and receive the rents and profits thereof and of every part there to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by them the Vendor or any of them or claiming by, from, under or in trust for them or any of them and subject to what is stated herein.
- (7) And full and free right liberty and license for the Purchaser/s their heirs, executors, administrators, agents, successors, legal representatives and assigns for the time being of the said property and its or their tenants and servants and all other persons authorized in that behalf by it or them from time to time and at all times by day and or night for all purpose connected with the use and enjoyment of the said property to go, return, pass and re-pass with or without vehicles in, along, over and upon the said land and common amenities and facilities and approaches more particularly described in Part-B and C of the Third Schedule hereunder written subject to what is stated elsewhere in this Deed and rules made by the Maintenance forum from time to time.

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- (8) The Vendor covenants with the Purchaser/s that the said property as well as the land of final plot and construction or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said property and that said property is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the Vendor has not taken loan or financial assistance of any nature from anyone by creating charge over the said property or its title deeds.
- (9) The Purchaser/s shall be liable to pay proportionate AMC/ AUDA taxes, cessess, charges etc. on and from the date of execution of this deed.
- (10) This apart terms and conditions of all other deeds like agreement for sale, booking letter, possession agreement, etc. shall also be binding upon the Purchaser and their transferees. the Purchaser/s agree/s that though they have become free, independent and absolute owners of the said flat without exclusive terrace rights, the said property shall be used and occupied by them as per rules and regulation of maintenance forum that may be formed by the Vendor.
- (11) The Purchaser/s irrevocably agree that they have purchased the said property on the following terms and conditions and they covenant with the Vendor as stated hereunder :-
- (1) It is hereby agreed by and between the parties hereto that the Purchaser/s shall have only the exclusive right of the ownership and use of the said flat sold to them for residential use only in accordance with the terms of this deed

as well as undivided impartible joint ownership in common with other in the common Assets amenities and facilities described in Part-B and C of the Third Schedule hereunder written and will have no right of interference with any other portions and parts of the said Vandematram Hills Scheme save and except that, the Purchaser/s shall use and enjoy in common with others the common amenities and facilities provided in the said Vandematram Hills and specifically allotted to the occupants of the other residential flats.

(2) That the Purchaser/s agree/s to abide by the rules, regulations and resolutions of the Maintenance Forum which is / will be formed for the management of the said scheme and assures that they shall not commit any breach of the same.

(3) The Purchaser/s herein agree to purchase necessary shares and become members of the Maintenance Forum formed for the management of the common facilities of the said scheme.

(4) The Purchaser/s agree/s to pay all maintenance amount / charges / deposit as may be demanded by the Maintenance Forum / Vendor, which is / will be formed for the management of the said Vandematram Hills Scheme.

(5) It is hereby agreed by the Purchaser that as owner of said property in pursuance of this deed it shall deposit necessary maintenance deposit with the Vendor or the Maintenance Forum which is formed or will be formed. The Purchaser agrees that subsequently it shall also pay such amount as Maintenance Deposit which may be decided by the said Maintenance Forum for maintenance / repairs / upkeep shall be utilized by the said Maintenance Forum towards common expenses, maintenance and other expenses

incurred by the said Maintenance Forum. The Maintenance Forum shall also be entitled to use / spend the corpus of the said fund in case of necessity for repairs or renovation. The Purchaser shall also be required to pay additional amount in future as corpus fund or otherwise if the Maintenance Forum so decides to meet with such expenses. The Purchaser shall not be entitled to use and demand any services and facilities from the Maintenance Forum if they have committed default in payment of maintenance charges and additional maintenance deposit as the case be.

5.1. The Vendor have proposed to Society that for available legal separate forum finally consist of the holders of flat and flats in the Vandematram Hills Scheme to hold the common area of shop to manage, administer, regulate and govern the operation running and maintenance of the same and the same will be vested with such Society. It is mandatory for the Purchaser and the Purchaser agrees to become member of such Society and the Purchaser will be bound by its constitution and rules and regulations as regards aforesaid that may be framed by such Society. For flat holder The Purchaser shall be entitled to all rights as regards aforesaid, only claiming through such Society as its member and shall not have any direct independent right outside the Society.

5.1.A. The Purchaser shall deposit the amount of **Rs.25,000/- (Rupees Twenty Five Thousand Only)** as maintenance depoist & **Rs.25,000/- (Rupees Twenty Five Thousand Only)** as Running Maintenance for (1) years along with the payment of last instalment or at the time of possession notice by developers whichever is earlier. This

payment shall be made by the purchaser on lump sum basis for maintenance expenses of the said period irrespective of any circumstances whatsoever, including whether the possession of the Residential Unit is received by them or not.

5.1.B. The amount of Running Maintenance of **Rs.25,000/- (Rupees Twenty Five Thousand Only)** will be utilized to meet with common electricity bills, salaries of staff, securities & to maintain common amenities & infrastructure facilities, which would be maintain by developer for the period up to 1st December, 2018 it has also been further agreed upon that neither purchaser nor the service society shall have any right or claim to have any detailing from the developer for the maintenance expenses incurred by the developers out of aforesaid maintenance charges paid to the developer.

5.1.C. Maintenance Deposit **Rs.25,000/- (Rupees Twenty Five Thousand Only)** be kept by the developer as an interest bearing deposit at the bank interest rate and the same shall be refunded to the society after 1st December, 2018 with simple rate of interest per annum at the bank rate of interest.

5.1.D. The Purchaser shall contribute an amount of **Rs.25,000/- (Rupees Twenty Five Thousand Only)** to common Maintenance Deposit fund. This amount shall be refunded as per clause 5.1 (C), but if all members of service society cannot able to take over that deposit then developer can utilize their deposit with interest to meet with the common electricity bills, salaries, repair and replacement of common amenities, facilities and services and towards maintenance of for incurring common expenses. If the income is found to be in-sufficient then the developers and/or builder may utilize

the said maintenance deposit, or may require the purchaser to pay an additional amount as may be sufficient, in its opinion, to make good the deficit in such expenses. The decision of the developer and/or builder in all matters herein shall be final and binding upon the Purchaser.

- (6) The Purchaser/s shall not use the said property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other residential premises in the scheme or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes.
- (7) That the Purchaser/s shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from their property in the common passages, balconies, compound or any portion of the said scheme. The Purchaser/s shall maintain the esthetics of the Scheme. If the Purchaser/s or its employees, agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Scheme then the Purchaser/s shall be liable to clear such dirt, rubbish, etc. at their cost and in addition the Vendor / Maintenance Forum shall also be entitled to impose fine on the Purchaser/s or its employees, visitors, etc. for such default.
- (8) The Purchaser/s shall use the said property only for residence and for no other purpose.
- (9) That the Purchaser/s shall maintain at their own costs the Property purchased by them in the same good condition, state

and order in which it will be delivered to them and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Municipal Corporation and Torrent Power Limited and any other authorities, local bodies and the Maintenance Forum and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Sale Deed.

- (10) The Purchaser/s or their employees, agents, etc. shall not demolish or do any additions / alterations / modifications of any nature in the said Property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said property or the neighbouring premises or the Building.
- (11) That the Purchaser/s shall not put any board/s hoarding without the prior written permission of the Vendor / Maintenance Forum. The Vendor / Maintenance Forum will provide necessary dimensions and sizes for the boards / hoarding to be displayed at the entrance of their Flats. The Purchaser/s shall be allowed to put their board on the entrance wall of their Unit and shall also follow the instructions of the Vendor / Maintenance Forum regarding dimension and size of the board / hoarding.
- (12) That the Purchaser/s shall keep insured their Flat against loss or damage by fire, flood, earthquake, storm, tempest, aircraft, collision, riot, sabotage etc in the full value with suitable

insurance company and in the event of the Flat being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the Flat.

- (13) That the Purchaser/s hereby irrevocably agree that the terrace/s on the top of the all the three buildings in the scheme shall always belong to the Vendor and their transferees, who shall always be entitled to deal with and dispose of the terrace/s in any manner they like. The Purchaser/s or Maintenance Forum or Association of unit holders, if any, shall not object to the use and transfer of the said terrace/s on any ground due to any reason whatsoever in future. The occupiers of the terraces and their invitees shall always be entitled to use the specified stair cases, lifts, all common facilities etc at par with other members of the scheme. The Purchaser/s herein shall not have any right, title or interest in the said terrace/s of the buildings. The Purchaser/s herein agree that they shall not claim any right in the terrace as well as terrace adjoining flats described in Part-D of the Third Schedule hereunder written as they do not own / possess it. The Purchaser/s agree/s that they have not paid any amount which entitles them to use the terrace either on the top floor of building Blocks or terrace adjoining to the flats described in Part-D of the Third Schedule hereunder written. The Purchaser/s agree/s that the terrace either on the top owners of the buildings or adjacent to the flat purchased by them is not common property. The Purchaser/s hereby give their irrevocable consent that in future if any additional FSI is available to the Vendor then the Vendor shall be entitled to

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make additional construction on the top floor terraces of Block-A, B and C or may transfer the said additional FSI rights to any other entity or use them in any other plot of land and the Purchaser/s shall not raise any objection. The Purchasers herein agree that the Vendor is free to commercially exploit the top floor terrace space or any other space within the building by putting up hoardings, advertisement drapes, neon signs signage display in facade lights etc or by leasing these spaces to any third party and earning rent thereby. The Purchaser/s or Maintenance Forum shall not raise any objection and shall not put forward any claim over any such income generated by the Vendor and that in the event of availability of additional FSI in future and Vendor deciding to do addition construction on the top floor or floors of any or all the buildings in the Vandematram Hills the Purchasers of the units in the additional constructions that may be made shall remain on par with the occupiers / owners of commercial and residential units and shall have the same and similar rights, obligations and responsibilities as of the owners of commercial and residential units in the Vandematram Hills and in that event, as a consequence, undivided impartible share in the land given by or under this conveyance to the commercial and residential unit owner shall then be proportionately reduced, to which the Purchaser/s hereby give their irrevocable consent and no objection.

- (14) The Purchaser/s shall not alter / change the size and shape of the door, windows, shutters etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring

ceiling etc of the said Block / Flat. The Vendor has kept proper ducts / space for keeping the A/C units in the Units. Therefore the Purchaser/s shall not keep/fix their A/C unit at any other place. The Purchaser/s shall be provided designated location for fixing split Air Conditioner units.

- (15) That the Purchaser/s shall permit the Vendor / Maintenance Forum, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hours notice (except in case of emergency) to enter in to and upon their property and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Unit or any other property in the building in respect whereof the owners / occupiers of such other unit as the case may be shall have committed default in paying its share of maintenance charges, common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Maintenance Forum which shall be formed for the management of said Vandematram Hills.

- (16) The Lift facility in this building shall be used as specified herein and as per rules of the Maintenance Forum which is formed for the management of said building. It is to be economically used. The Purchaser/s as well as their employees or heirs

shall not misuse the said lift and will take care and co-operate about it. During the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs then Maintenance Forum or Vendor shall not become responsible for it and the Purchaser/s or their employees heirs etc shall not demand / shall not be entitled to demand such damages / compensation from them and the Purchaser/s hereby give their assurance and consent in it.

- (17) The Purchaser/s is/are aware that sometimes the leakage of water from the toilets, bathrooms and Pantry may happen in Units as well as from the neighboring and upper units. Leaked water / moisture may appear on the walls of said Unit and that may deteriorate the painting and plaster on the walls. The Purchaser/s are aware that water is a substance which is likely to escape, resulting into its leakage, Even if all safely measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s agree/s that the Maintenance Forum / Vendor shall not be liable for any damage in the unit due to leakage of water and its various other after effects. However, the Purchaser/s hereby undertake/s to get repaired the toilets and wash areas at its own cost / expenses in case the occupiers of Lower units below the said property complains of any water leakage in their roof.
- (18) The Purchaser/s and their employees, agents, visitor etc. shall not spoil or damage the common toilets and shall keep the toilets in proper hygienic condition. The Vendor/Maintenance

Forum shall be entitled to impose fine on any person spoiling or damaging the common toilets or rendering it unfit for public use.

- (19) After obtaining previous written permission of the Maintenance Forum / Vendor the Purchaser/s shall be entitled to transfer / sell, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of said Property or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said property and such approval shall not be normally denied unless the Purchaser/s occupiers have committed breach or default in compliance of the terms and conditions of this sale deed or any other agreements entered into with the Maintenance Forum or its rules, regulations, resolution etc as the case may be and if the activities of the transferor or transferee are not suitable to the Building / Maintenance Forum. The Purchaser/s shall take prior written permission from the Vendor / Maintenance Forum before giving the said Property or any part thereof on Rent, Lease or Leave and License basis for residential use only and it shall be the responsibility of the Purchaser/s to inform the concerned Police Station about the renting letting or Licensing of the said Property as per prevailing laws.

- (20) The Purchaser/s covenant/s that the Purchaser/s and their employees and agents shall park their vehicles only in specified or allotted parking area which are separate for commercial unit holder and Residential unit holders and they

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shall not be entitled to park in visitors parking area or any area other than specified parking area earmarked for them. The Vendor / Maintenance Forum shall be entitled to take strict action against the Purchaser/s, including imposition of fine, if they park their vehicles in visitor parking and at other than parking space. The commercial unit holder and residential unit holder shall use parking space allocated to them on first come first serve basis and no unit holder is allotted any parking slot for them exclusive use.

- (21) That the Purchaser/s and persons to whom the said Flat shall be subsequently transferred, assigned or given possession of shall observe, obey and perform the rules, regulations and resolution, which may have been made or that maybe made in future by Maintenance Forum for protection, maintenance, use and transfer of the said property and other space and premises therein and/or in the compound. They will also abide by the building rules, regulations and bye-laws for the time being of the Ahmedabad Municipal Corporation and other authorities of the government.
- (22) All the terms and conditions of this conveyance deed shall be binding upon the transferees and future owners and occupiers of the said Property.
- (23) The said Scheme shall always be known as 'VANDEMATRAM HILLS'. This name shall not be normally changed under any circumstances by the Purchaser/s and other flat holders.

- (12) The said property is located at village Gota within the limits of Sola Police Station of Ahmedabad and is situated outside the area covered by the Gujarat Prohibition of Transfer of Immoveable Property and Provisions for Protection of Tenants from Eviction from premises in disturbed area Act, 1991 and therefore, no prior permission of the Collector of Ahmedabad for the transfer of the said property is required to be obtained for this Conveyance Deed.
- (13) That the expenses for Stamp Duty, Additional Stamp Duty, (if any) Registration fees, miscellaneous expenses, Lawyer's fees etc. in respect of this sale deed shall be borne by the Purchaser/s alone, the Purchaser/s will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.
- The Schedule above referred to are mentioned hereunder :-

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land of Entire Scheme)

All that piece or parcel of Non-Agricultural Land bearing Final Plot No.133/2 admeasuring 1883 Sq.Mtrs. of Draft Town Planning Scheme No.32 (Mouje-Gota) allotted in lieu of Survey No.151/3/2 of Mouje:Gota, Taluka:Ghatlodia in the Registration District Ahmedabad Sub-District Ahmedabad-8 (Sola).

(25)

The said land is bounded as under :

On or towards East : F. P. No. 128/1.

On or towards West : F.P. No. 133/1 Vraj Residency.

On or towards North : 30 MTR. T.P.S. Road of T. P.S. No. 32.

On or towards South : T.P.S. No. 31 (Gota) Border.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of said Property hereby sold)

All that premises of Flat bearing **Flat No.402** admeasuring **67.38 Sq.Mtrs Carpet Area (As Per RERA) + Wash Area 2.57 Sq.Mtrs. Carpet Area + Balcony 3.57 Sq.Mtrs. Carpet Area** situated on the **4th Floor** in the **Block No."B"** in Vandematram Hills Scheme and undivided impartible proportionate land admeasuring **23.20 Sq.Mtrs.** (in the said land described in the First Schedule above written) along with undivided impartible proportionate ownership rights in road common open plot assets and amenities and facilities provided in the Vandematram Hills and as also right to use and enjoy common amenities and facilities more particularly described Part-B and C of the Third Schedule hereunder written.

The **Flat No.402** on **4th Floor** in **Block No."B"** of Vandematram Hills Scheme is bounded as under:

On or towards North : Society Driveway.

On or towards South : Flat No. B-401.

On or towards East : Flat No. B-403.

On or towards West : Basement Ramp.

Postal Address of Property:- Flat No.B-402, 4th Floor in Block No.B of Vandematram Hills, Gota, Ahmedabad.

Vendor Sign :-

Purchaser Sign:-

Postal Address of Property:- Flat No.B-402, 4th Floor in Block No.B of Vandematram Hills, Gota, Ahmedabad.

Vendor Sign :-

Purchaser Sign:-

THE THIRD SCHEDULE ABOVE REFERRED TO

PART-A

(Description of common amenities and facilities for exclusive use of owners of commercial units-shops and offices provided in each Block to the exclusion of owners of residential units ñ flats)

- (1) Stair Case, underground water tank with pump and electric motor, compound wall, Drainage separately provide.
- (2) Open space in front of the shops for exclusive common parking on First come First serve basis for owners of commercial unitsñ shops and offices.

PART-B

(Description of common amenities and facilities for exclusive use of owners of Residential units-flats with or without terrace provided in each Block to the exclusion of owners of commercial units-shops and offices)

- (1) Lift, Stair Case, underground water tank with pump and electric motor, compound wall, Drainage separately provide overhead Tank
- (2) Basement and stilt margin space in Residential area for exclusive common parking on First come First serve basis for owners of Residential Flats.

PART-C

(Description of common amenities and facilities for common ownership use and enjoyment of both the owners of commercial units and Residential units)

- (1) Undivided impartible ownership and share in the land of Final Plot No.133/2 of Town Planning Scheme No.32 (Gota)
- (2) Undivided impartible ownership use and enjoyment of Assets, roads ñ common plot provided in the complex.

PART-D

(List of flats with adjoining Terrace for exclusive use of such flat owners)
as open to sky without doing any temporary or permanent construction
thereon.

- (1) Terrace reserved for Flat No.A-101 adjoining terrace of A-101 and terrace above Ground Floor Parking.
- (2) Terrace reserved for Flat No.A-102 terrace above Ground Floor Parking.

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this _____ day of JUNE, 2017 at Ahmedabad.

SIGNED AND DELIVERED BY THE
WITHNAMED VENDOR

ÖÖÖÖÖÖÖÖÖÖ.....

M/S. HARIKALP DEVELOPERS
through its administrative Partner
Shri Brijeshbhai Maheshbhai Patel

In the presence of

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2000000000.

Schedule Under the Section 32/A Of Registrarion Act

SIGNED AND DELIVERED BY THE
WITHNAMED VENDOR

ÖÖÖÖÖÖÖÖÖÖ.....

M/S. HARIKALP DEVELOPERS
through its administrative Partner
Shri Brijeshbhai Maheshbhai Patel

SIGNED AND DELIVERED BY THE
WITHINNAMED PURCHASER

.....ÖÖÖÖÖÖÖÖ.....

(1) MR. KAUSHIKKUMAR PRAHLADBHAI PATEL

.....ööööööööö.....

(2) MRS. KOMAL KAUSHIKKUMAR PATEL