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# MONDEAL HEIGHTS

UNIT No. A-1006 & 1007 TENTH FLOOR

[1] DEVENDRA SINGH SHEKHAWAT

પહોંચ નંબર: ૨૦૧૬૦૦૪૦૧૨૪૪૩ દસ્તાવે૧	૪ નંબરઃ	४३३८		દસ્તાવેજ	વર્ષઃ [	2019
તાઃ ૯ માઠેઃ મે	સને:	२०१५				
 દસ્તાવેજનો પ્રકાર <u>માલિકી ફેરખત/વેચાણ</u>				અવેજ	Rs. R	.૧૫૩૦૨૪૮.૦૦
રજુ કરનારનું નામ <u>Safal Realty Private Limited</u>	through in	its Authorised	Signatory	Akshay Giri	shbhai	Chudasama
નીચે પ્રમાણે ફ્રી પહોંચી						રૂ. પૈસા
રજીસ્ટેશન કી <b>ટા</b> નકલ કરવા ની ફી સાઈડ / કોલીયો શેરોની નકલ કરવા માટે કી	···/\			કરેલ છે.		૨૧૫૩૧૦ ૨૪૦
ટપાલ ખર્ચ નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭ ) શોધ અગર તપાસણી દંડ કલમ-૨૫ કલમ-૩૪ (કલમ-૫૭ )	HE SE	OF RE	GIS	E 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		0
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ઈન્ડેક્ષ-૨ ક્રી	કુલ ચે	તે રજીસ્ટર ટપ કચેરીમાં આપ		કલવામાં		૨૧૫૫૫૦ આવશે.
ઈન્ડેક્ષ-૨ ફી આ સિવાયની બાબતોની ફી અંકે રૂપીયા બે લાખ પંદર હજાર પાંચસો પચાસ પુર દસ્તાવેજ ના દિવસે તૈયાર થશે અને	કુલ ચે	તે રજીસ્ટર ટપ		કલવામાં 		```
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गामने नाम: श्रीमपुर

Rs.10 શુરા ોલ્યુમ અને ષ્ઠિ નંબર 2888 યનુકમ, સફીની તારીખ 5102/20/20 06/04/2013 નોંધણીની તારીખ हस्तावेष्ठ इरी तिनार पक्षडारनुं नाम अथवा દિવાની કોર્ટના હુકમનામા અથવા આદેશના Rs.10 OF REGI संબंधमां वाहीनुं नाम Devendra Singh Shekhawat TEN RUPEES OFRE (A) of 2/6 TEN RUPEES अथवा हिवानी डोर्टना ठुडमनामा अथवा દસ્તાવેજ કરી આપનાર પક્ષકારનું નામ આદેશના સંબંધમાં પ્રતિવાદીનું નામ Authorised Signatory Akshay Girishbhai Chudasama Safal Realty Private Limited through its Rs.10 00 આકાર અથવા જુડી 100 આપવામાં આવે त्यारे ते. 5034 ચો.કુટ થાને યો.મી 467.68 સુપરબીલ્ટઅપ એરીયા Rs.10 दस નંબર અને ઘર નંબર ક્ષેત્રફળ યુનીટનંબર - 1006,1007 દસમીમાળ सर्वे नंभर पेटा विसग (श्र इंध पए होय ती) (MONDEAL HEIGHTS) ટીપી - 6 (વેજલપુર) એફપી - 153 તથા 162 Rs.10 બ્લોકનંબર- એ મોન્કેલ હાઇટસ (ભાડા પટાના કિસ્સામાં આકાર हस्तावेश्रनी प्रडार अने अवेश्र રાખનાર આપે છે તે જણાવવું) પટે આપનાર અથવા પટે २१५३०२४८=०० માલિકી કેરખત/વેચાણ મુકાબલ કરનાર <del>ن</del>

આકશભાઇ ની તારીખ : ૦૯/૦૫/૨૦૧૬ ના રોજની

पहोंय नंपर : २०१५००४०१२४८८ અરજી નંબર: ૭૯૫૪

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તારીખ : ૧૦/૦૫/૨૦૧ક

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નોંધ. ક્રોમ્પ્યુટર પ્રિન્ટમાં ક્રોઈ પણ રીતે કરેલ સુધારી માન્ય ગણાશે નકી.

મુબ-૧જીસ્ટ્રામ

ખરી નકલ

એસ.આર.ઓ - 4 Paldi

### The Kankaria Maninagar Nagrik Sahkari Bank Ltd.

Camps Corner-II, Anandnagar Road, Vejalpur, Ahmedabad-380 051

Lic. No. GUJ SOS/AUTH/AV/356/2012

Name: Devendre singh shekhawat

Address: 13-21, Shakti Bhawan, Thotwara, Jaipur.

Value Rs: 0,55,182 -(Words): Ten, Locas Fifty Five Thousand Store: One Hundred

Eighty Two only



## SALE DEED

Sale Deed of Unit No. 1006 & 1007 (Unit No. OFFICE-1006 & OFFICE-1007 as per Plan approved by AMC) admeasuring about 5034 Sq. Feet i.e. 467.68 Sq. Mtrs. (Super Built Up) situated on TENTH Floor in Block No. "A" in the scheme "MONDEAL HEIGHTS" along with undivided proportionate right to use Non Agricultural Land bearing Final Plot no. 153 admeasuring 6635 Sq. Mtrs. and Final Plot no. 162 admeasuring about 8490 Sq. Mtrs. totally admeasuring 15,125 Sq. Mtrs. of Town Planning Scheme no. 6(Vejalpur) situate, lying and being at Moje Jodhpur, Taluka Ahmedabad City(West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4(Paldi) at the price of ₹. 2,15,30,248/- (Rupees Two Crore Fifteen Lakhs Thirty Thousand Two Hundred Forty Eight only).

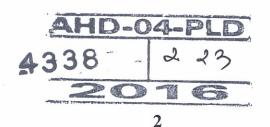
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FIRST PARTY
THE VENDOR

"SAFAL REALTY PRIVATE LIMITED" a Company incorporated under the Companies Act, 1956, registered in the office of Registrar of Companies, Gujarat, Dadra & Nagar Haveli at Serial No. U45209 GJ2006 PTC048102 on 06/04/2006 and thereafter changed the name on 20/02/2007. Having its registered office at 11th Floor, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahladnagar, Ahmedabad-380015. [PAN No.: AABCH6875L]

Through its Authorized Signatory

Mr. Akshay Girishbhai Chudasama

Aged about 23 years, Occupation: Service,

Having address at :- 11<sup>th</sup> Floor, Safal Profitaire,
Corporate Road, Opp. AUDA Garden,
Prahladnagar, Ahmedabad – 380050.

(Hereinafter in this Sale Deed referred to as "THE VENDOR" or "FIRST PARTY", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said "VENDOR" and its successors and assigns of the ONE PART.)

## SECOND PARTY THE PURCHASERS

#### **DEVENDRA SINGH SHEKHAWAT**

Aged about 43 years,

Occupation: - Business/Service/Household,

[PAN No.: ADEPS2561H]

Having Address at : - B-21, Shakti Bhawan,

Shivaji Godara Colony,

Jhotwara, Jaipur.

(Hereinafter in this Sale Deed referred to as "THE PURCHASERS" or "SECOND PARTY", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said "PURCHASERS"

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and their heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART.)

#### **WHEREAS**

- (a) The VENDOR herein is seized and possessed of and otherwise well and sufficiently entitled to the piece or parcel of Non Agricultural Land bearing Final Plot no. 153 admeasuring 6635 Sq. Mtrs. and Final Plot no. 162 admeasuring about 8490 Sq. Mtrs. totally admeasuring 15,125 Sq. Mtrs. of Town Planning Scheme no. 6(Vejalpur) situate, lying and being at Moje Jodhpur, Taluka Ahmedabad City(West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4(Paldi) which is more particularly described in the SCHEDULE–I hereunder written and which shall be referred to as "the said Land" hereinafter in this Sale deed.
- (b) That revised Non Agricultural Use permission for commercial purpose for the land bearing Final Plot No. 162 and 153 totally admeasuring 15,125 Sq. Mtrs. is granted by Deputy Collector (N.A.) vide its order bearing No N.A./ U.2/Case No. 15/Section 65-A/Jodhpur/2012-13 dated 18-01-2013.
- (c) That the **VENDOR** has developed the said **Land** and constructed Commercial Scheme named "*MONDEAL HEIGHTS*". The said scheme is freehold property of the ownership of **VENDOR** herein.
- (d) That Ahmedabad Municipal Corporation has approved plan for constructing Commercial Blocks on the said Land vide below stated Rajachitthi in various Cases Nos on 09/01/2014.

Block No	Rajachitthi No.	Case No.		
A	00586/041013/A0583/R0/M1	BHNTI/NWZ/041013/GDR/A0583/R0/M1		
В	00587/041013/A0584/R0/M1	BHNTI/NWZ/041013/GDR/A0584/R0/M1		

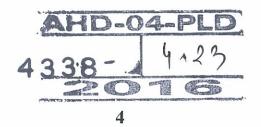
That as per the said Plan the VENDOR has commenced the construction of commercial scheme named "MONDEAL HEIGHTS" consisting of Two Blocks viz. Block No. "A" and "B" each Block comprising of Ground Floor, First Floor to Seventeenth Floor, Stair Cabin and Lift Machine Room in the terrace, hereinafter referred to as the "said Project".

(e) AND WHEREAS Building Use (B.U.) permission of the said project "MONDEAL HEIGHTS" has been given by AMC via below stated B.U.



James

Mr.



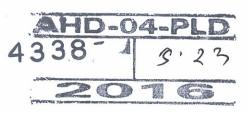
Permission in various Cases Nos. on 29/03/2016.

Block No	B. U. Permission Nos.	Case No.
A	BU/NWZ/140316/1344	BHNTI/NWZ/041013/GDR/A0583/R0/M1
В	BU/NWZ/140316/1345	BHNTI/NWZ/041013/GDR/A0584/R0/M1

- (f) There are Two (undivided) Basements below the ground level of all Blocks for parking of the vehicles, Store and Mechanical Room etc. That it is clarified by the **VENDOR** that all Unit/Block owners of the **Project** will have right to use the said Basements for parking and the **VENDOR** alone will be entitled to grant exclusive right of Car parking slots to any Unit holders for reserved parking.
- Certificate issued by AMC, copies of Sale Deeds in favour of VENDOR Company, its Index No.2, 7-12 Form, Copies of commercial N. A. Use permission etc. to the PURCHASERS herein. The PURCHASERS are also provided with a copy of Title Report prepared by M/s Jani & Co., Solicitors & Advocates of Ahmedabad. The PURCHASERS have carefully inspected and studied the same and is fully satisfied about them. The PURCHASERS are fully satisfied about the right, title and interest of the VENDOR and its predecessors-in-title with respect to the said Land on which the Project "MONDEAL HEIGHTS" is constructed as well as development permissions granted by competent authority and the competency of the VENDOR to develop the said Project.
- (h) The VENDOR and PURCHASERS have negotiated for the sale of Unit No. 1006 & 1007 (Unit No. OFFICE-1006 & OFFICE-1007 as per Plan approved by AMC) admeasuring about 5034 Sq. Feet i.e. 467.68 Sq. Mtrs. (Super Built Up) situated on TENTH Floor in Block No. "A" in the Scheme "MONDEAL HEIGHTS" along with undivided proportionate right to use Non Agricultural Land bearing Final Plot no. 153 admeasuring 6635 Sq. Mtrs. and Final Plot no. 162 admeasuring about 8490 Sq. Mtrs. totally admeasuring 15,125 Sq. Mtrs. of Town Planning Scheme no. 6(Vejalpur) situate, lying and being at Moje Jodhpur, Taluka Ahmedabad City(West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4(Paldi) belonging to the VENDOR more particularly described in the SCHEDULE-II written hereunder (hereinafter referred to as "the said Property").

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- (i) THAT as a result thereof the VENDOR has agreed to sell and the PURCHASERS have agreed to purchase the said Property more particularly described in the SCHEDULE-II hereunder written for a total price of ₹. 2,15,30,248/- (Rupees Two Crore Fifteen Lakhs Thirty Thousand Two Hundred Forty Eight only).
- (j) THAT the **PURCHASERS** have paid the above stated said price to the **VENDOR** in the manner as stated hereunder:-



#### Amount paid to VENDOR by PURCHASERS

Sr.	Amount	Chq./DD/Cha. No.		Name of Bank		
No.	(₹)	Chq./DD/Cha. Dt.		& Branch		
		Depo	o./Rec. Date			
1.	2,13,14,946/-	Thro	ugh RTGS	Direct Deposit by Client		
		Dt.	06/05/2016	in Dev. Credit Bank Account		
		Dt.	06/05/2016			
2.	2,15,302/-	No.	32317	Via TDS Paid		
		Dt.	06/05/2016			
		Dt.	06/05/2016			

Total ₹. 2,15,30,248/- (Rupees Two Crore Fifteen Lakhs Thirty Thousand Two Hundred Forty Eight only).

#### NOW THIS INDENTURE WITNESSETH:-

**(I)** THAT in consideration of the payment of the said sum of ₹. 2,15,30,248/-(Rupees Two Crore Fifteen Lakhs Thirty Thousand Two Hundred Forty Eight only) paid as mentioned above by PURCHASERS to the **VENDOR** by above stated Cheques (Subject to its realization) being the full consideration payable by the PURCHASERS for the said Property more particularly described in the SCHEDULE-II hereunder written; the payment and receipt whereof the VENDOR doth hereby admits and acknowledges and of and from the same and every part thereof forever acquit, release and discharge the PURCHASERS, the VENDOR doth hereby convey, grant, transfer and assure unto the PURCHASERS ALL THAT said Property, undivided proportionate non-agricultural land, more particularly described in the SCHEDULE-II hereunder written TOGETHER WITH undivided right in the compound, sewage, drains, plants, shrubs, ways, paths, passage, commons, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenances, undivided proportionate land, and common staircase and passages etc whatsoever to the said Property or any part thereof belonging or in any

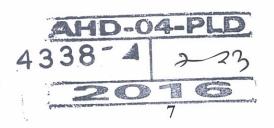
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way appertaining to or with the same or any part thereof now hath or any time heretofore usually held, used, occupied or enjoyed or reputed or known as part thereof and to belong or be appurtenant thereto and all other common rights and amenities in the Project proportionately with other owners of various units in the Projects 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 land 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 PURCHASERS forever as full owners and members of the Scheme by way of allotment of Service Society/Company/Association (hereinafter referred to as "Management Body") which may be formed and subject to the rules, regulations and resolutions of the said Management Body and also subject to the terms and conditions stated in this Deed and in other deeds made in respect of this Property.



- (II) The PURCHASERS are informed that the particulars Units on 3<sup>rd</sup> & 10<sup>th</sup> Floor in Block "A" and on 3<sup>rd</sup> & 7<sup>th</sup> Floors in Block "B" shall have attached "OTS Balcony". The Purchasers are further informed that the owners of the aforesaid units shall have exclusive rights of their respective OTS Balcony for their use and gratification. Such exclusive OTS Balcony are not and shall not be claimed as common property or common facility of the building. Hence anyone else shall not be given nor shall they claim access to these OTS Balcony. The Purchasers agree to this arrangement.
- (III) The Owners of units with OTS Balcony shall not be permitted to make any construction in the OTS Balcony shall only be allowed/entitled to sell/transfer the OTS Balcony along with its respective unit.
- (IV) That quiet, vacant and peaceful possession of the said Property more particularly described in the SCHEDULE-II hereunder written shall be delivered by the VENDOR herein to the PURCHASERS and the PURCHASERS shall acknowledge the delivery of the said Property by the VENDOR in good and proper condition.
- (V) The PURCHASERS agree that though they have become free, independent and absolute owner of the said Property, the said Property shall be used, occupied and transferred by it as per rules and regulation that may be

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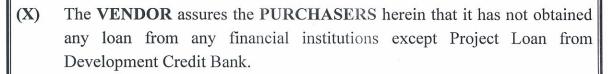


framed by said Management Body as the case may be. Therefore the use and transfer etc of said Property shall be in accordance with the rules and resolutions of the Management Body which may be formed for management and maintenance of common facilities of said MONDEAL HEIGHTS scheme.

- AND the VENDOR doth hereby for itself, its director, executors, administrators and assigns COVENANT with the PURCHASERS that notwithstanding any act, deed, matter or thing whatsoever by the VENDOR or any of their ancestors or testators or any person or persons lawfully, or equitably claiming by, from, through, under him or them or omitted or knowingly suffered to the contrary the VENDOR now hath at the sealing and delivering 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 PURCHASERS 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 Management Body as may be formed for the management of entire MONDEAL HEIGHTS scheme.
- (VII) AND that the PURCHASERS, after obtaining possession of said Property in writing shall and may at all time hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the said Property and receive the rents and profits thereof and of every part there to and for his/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by them the VENDOR or any members or any of them or claiming by, from, under or in trust for him or any of them upon fulfillment of and subject to what is stated herein.
- (VIII) AND full and free right liberty and licence for the PURCHASERS 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 after delivery of possession, by day and or night for all purposes 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 land of common facilities and approaches subject to what is stated elsewhere in this Deed and rules made by the Management Body from time to time.

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(IX) THE VENDOR covenants with the PURCHASERS that no litigation or proceedings of any nature concerning the said Property or any part thereof are pending before any judicial, quasi-judicial or Government authorities and that the said Property/Land 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 any loan or financial assistance of any nature from anyone by creating charge over the said Property or its title deeds (Except from Development Credit Bank).



- (XI) That Development Credit Bank has released the said Unit from its charge vide its No Encumbrance/No objection Certificate. Therefore this Unit is now released by Development Credit Bank and it is free from any mortgage or charge.
- (XII) That the VENDOR has paid all kinds of Panchayat taxes, AMC Cesses, Betterment charges and Revenue Taxes etc in respect of the said Property up to these present. The PURCHASERS shall be liable to pay proportionately all AMC taxes, cessess, charges etc. hereafter.

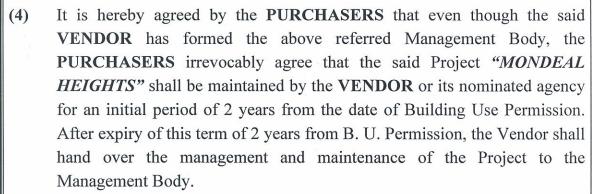
THIS DEED OF CONVEYANCE FURTHER WITNESSES and it is hereby mutually agreed by and between the parties hereto as under:-

The **PURCHASERS** irrevocably agree that they have purchased the said **Property** on the following terms and conditions and it covenants with the **VENDOR** as stated hereunder:-

(1) The VENDOR has formed a Service Society namely, "The Mondeal Heights Commercial Co-Operative Service Society Limited" (hereinafter referred to as said "Management Body") for management and maintenance of common facilities of said Project, Mondeal Heights, and PURCHASERS shall from time to time sign and execute the application and other papers and documents necessary for the membership of the Service Society.



- (2) That the **PURCHASERS** agree to be abide by the rules, regulations and resolutions of the **VENDOR** and **Management Body** which may be formed for the management of the said **Project** and assures that he shall not commit any breach of the same.
- (3) That **PURCHASERS** herein agree to purchase necessary shares of the Management Body which shall be formed for the management of the Common facilities of Scheme.

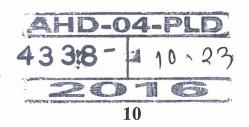


- (5) The VENDOR shall collect Maintenance Deposit from the purchasers of all units in Mondeal Heights and at the time of handing over management and maintenance of the Project to Management Body upon expiry of term of 2 years from the date of B. U. Permission, the principal amount of Maintenance Deposit collected by the VENDOR shall be paid to the Management Body. The PURCHASERS agree that after expiry of two years period from B. U. Permission, the PURCHASERS shall be liable to pay such amount as annual/monthly Maintenance as may be decided by the said Management Body for maintenance. The PURCHASERS shall also be required to pay additional amount in future as corpus fund or otherwise if the Management Body so decides to meet with such expenses. The PURCHASERS shall not be entitled to use and demand any services and facilities from the Management Body if they have committed default in payment of maintenance charges.
- (6) The **PURCHASERS** 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 premises in the **Project** or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes.
- (7) That the **PURCHASERS** shall not throw dirt, rubbish, garbage, trash or



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any other refuge or permit the same to be thrown out from its **Property** in the common passages, balconies, compound or any portion of the said scheme.

- (8) The **PURCHASERS** shall not use the said **Property** for residence.
- (9) That the **PURCHASERS** shall not use the said **Property** for manufacturing any items, or as pan parlors, as consulting room of medical professional, Hotel, Restaurant, Café, Club, Video parlour, doctor's clinic, maternity home, surgical home, dairy, or as printing press, or storing chemicals or for hira-ghanti, or any business which may be objectionable to the said **VENDOR/Management Body** and other occupiers in the said Scheme.
- (10) That the PURCHASERS shall maintain at its own costs the Property purchased by the PURCHASERS in the same good condition, state and order in which will be delivered to the PURCHASERS 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 Management Body 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.
- (11) The **PURCHASERS** shall not carry out any alterations in the structure without prior written consent of **VENDOR/Management Body** and without obtaining prior written opinion of Structural Engineer of repute and also without obtaining prior permission of Ahmedabad Municipal Corporation and or any other authorities.
- (12) The PURCHASERS 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/Unit. The VENDOR has kept proper ducts/space for keeping the A/C units in the Unit. Therefore the PURCHASERS shall not keep/fix their A/C unit at any other place. The PURCHASERS shall be provided suitable place for fixing split Air Conditioner units on the back side wall of his Unit.
- (13) That the PURCHASERS shall not put any boards/hoarding without the



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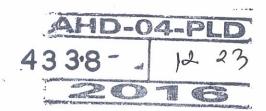
prior written permission of the VENDOR/Management body. The VENDOR/Management Body will provide necessary dimensions and sizes for the boards/hoarding to be displayed at the entrance of their units. The PURCHASERS shall be allowed to put its board on the entrance wall of their unit and shall also follow the instructions of the VENDOR/Management Body regarding dimension and size of the board/hoarding.



- (14) THAT the PURCHASERS shall keep insured its Unit/s against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and the PURCHASERS with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the Management Body or the VENDOR, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the Property being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the Property.
- shall have the absolute rights to undertake and carry out all future advertisement, publicity and communications related work through their advertising agency for publicity/advertisement in the said scheme "MONDEAL HEIGHTS". The PURCHASERS further agree that VENDORS and their agents shall be entitled to install hoardings, LCD Screens, Video walls or any other audio-video modes of advertisement/publicity in the said scheme "MONDEAL HEIGHTS".
- (16) That the PURCHASERS hereby irrevocably agree that the terraces on the top of the said buildings shall always belong to the VENDOR and its transferees, who shall always be entitled to deal with and dispose of the said terraces in any manner they like. The PURCHASERS shall not object to the use and transfer of the said terraces 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 stair cases, lifts, all common facilities etc at par with other members of the said Scheme. The PURCHASERS herein shall not have any right, title or interest in the said terraces of the building. The PURCHASERS herein agree that they shall not claim any right in the terrace as he does not possess it. The PURCHASERS agree that they have not paid any amount which entitles him to use the terrace. The PURCHASERS agree that the terrace is not common property.

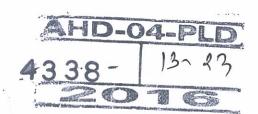
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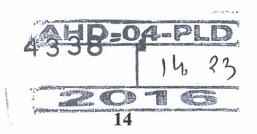
- (17) The PURCHASERS are aware that in order to ensure that more number of car parking are available, the VENDOR shall install Robotic/Automated Car Parking System in the Basements. The PURCHASERS agree that the VENDOR alone shall be entitled to allot parking slots for various units in such Robotic /Automated Car Parking System. The PURCHASERS shall be required to park their vehicles in their designated allotted car parking slots and if required the PURCHASERS shall handover their car keys to the Parking Staff present in the Basements to enable them to park/remove other cars. The PURCHASERS irrevocably agree that the parking of their respective cars shall be at their sole liability and responsibility and the VENDOR/Management Body and Parking Staff shall not be held liable for any theft/damage of car or goods kept therein and the PURCHASERS shall take their own insurance policies in order to make any claim if such theft/loss/damage occurs when the car is parked in the basement.
- The PURCHASERS agree that one Lift situated at Back Side named Lift No. "4" of Block no. "A" shall be used exclusively by the VENDOR and his permitted transferee/assignee. In order to use that Lift No. "4" conveniently the VENDOR and his permitted transferee/assignee shall also be entitled to exclusive use and possession of 322.37 Sq. Feet of foyer adjoining and in front of and near the said Lift No. "4" at both the Basement Floors and at Ground Floor which they can separate from other Foyer by putting necessary partitions of full height or of less height as they may like. That portion of the floor adjoining Lift No. "4" can also be locked by VENDOR and his permitted transferee/assignee as per their convenience and can also put signage to demarcate. The PURCHASERS shall not raise any dispute/claim in future regarding such exclusive usage of lift and foyer by VENDOR and his permitted transferee/assignee.
- (19) That the **PURCHASERS** shall permit the management body and its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hours' notice or short notice in case of urgency to enter in to and upon the said Property and any part thereof only for the purpose of repairing/replacing of the building's water/drainage pipes 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, water pipes and electric wires and for similar purposes.

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- 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. **PURCHASERS** are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. **PURCHASERS** agree that the Management body/ **VENDOR** shall not be liable for any damage in the unit due to leakage of water and its various other after effects.
- Management body which may be formed for the management of said building. It is to be economically used. The **PURCHASERS** as well as their employees or heirs shall not misuse the said lift and you will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Management Body/**VENDOR**. Therefore 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 the Management body which may be formed in future or **VENDOR** shall not become responsible for it and the **PURCHASERS** or their employees heirs etc shall not demand/ shall not be entitled to demand such damages/compensation from them and you hereby give your assurance and consent in it.
- (22) That if in future there is any additional FSI available from the competent/ appropriate authority for construction, then the VENDOR shall become its absolute owner and shall have full right to make additional construction on the land and/or building or the VENDOR can use such additional FSI at any other location. The PURCHASERS / Management Body or the society/company/association of unit holders shall have no claim or right for such additional FSI rights.
- (23) After obtaining previous written permission of the Management Body/
  VENDOR, the PURCHASERS shall be entitled to transfer/sell, convey,
  mortgage, charge, Lease, Leave and Licence 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 PURCHASERS/
  occupier have committed breach or default in compliance of the terms and
  conditions of this sale deed or any other agreements entered into with or

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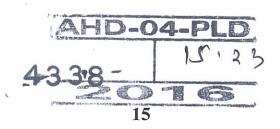
rules, resolution etc of the **Management Body** as the case may be and if the activities of the transferor or transferee are not suitable to the **VENDOR**/Management Body.

- (24) That the PURCHASERS and the persons to whom the said Property is ultimately transferred, assigned or given possession of with the permission of the Management Body of the said Project shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said Management Body may require for safeguarding the interest of the said Property and its occupiers.
- transferred, assigned or given possession of shall observe and perform the bye laws and/or the rules, regulations and resolutions, which the Management Body which may be formed for the management of said Project may make with the additions, alternation or amendments thereto for the 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.
- (26) That if the PURCHASERS are found to have committed breach of any of the conditions without prejudice to the right of expulsion of the PURCHASERS from the occupation and membership of the said Management Body and forfeiture of its price and share, the said VENDOR/Management Body shall have absolute right to compel the PURCHASERS to restore the said Property to the original position and in default, shall have a right to cause it to be done through its agents and employees at the cost of PURCHASERS and transfer it in any manner they like for making good the losses, expenses etc.
- (27) The said Scheme shall always be known as "MONDEAL HEIGHTS"
  This name shall not be normally changed under any circumstances by the
  PURCHASERS and other unit holders.
- (28) THAT the construction of said Unit No. A-1006 & 1007 hereby sold to the PURCHASERS is completed and finishing work is going on.
- (29) The said property is situated in peaceful area of Satellite within jurisdiction



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of Satellite Police Station of Ahmedabad City and is outside the area covered by the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from premises in disturbed area Act, 1991 and therefore, no permission of the Collector of Ahmedabad for the transfer of the said property is required to be obtained.

- (30) That the Board of Directors of Safal Realty Private Limited have passed a Resolution unanimously in its Board meeting held on 18<sup>th</sup> August 2015 and thereby [1] Mr. Chirag Bipinchandra Shah, [2] Mr. Dharmesh Bhikhabhai Patel and [3] Mr. Akshay Girishbhai Chudasama are severally authorized to affix the seal of the company and sign and execute and register the sale deed on behalf of the said company.
- (31) THAT the expenses for Stamp Duty, Additional Stamp Duty, Registration fees, miscellaneous expenses, Lawyer's fees etc in respect of this sale deed shall be borne by the **PURCHASERS** alone.
- (32) The PURCHASERS 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 PURCHASERS also agree to pay to the VENDOR the Service Tax and any other taxes/cessess levied by Govt. if payable in respect of this Sale transaction.

The schedule above referred to are mentioned hereunder:-

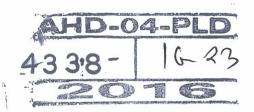
#### **SCHEDULE-I**

All that piece and parcel of Non Agricultural Land bearing Final Plot No. 153 admeasuring 6635 Sq. Mtrs. and Final Plot No. 162 admeasuring about 8490 Sq. Mtrs. totally admeasuring 15,125 Sq. Mtrs. of Town Planning Scheme no. 6(Vejalpur) situate, lying and being at Moje Jodhpur, Taluka Ahmedabad City(West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4(Paldi).

#### **SCHEDULE-II**

All that Unit No. 1006 & 1007 (Unit No. OFFICE-1006 & OFFICE-1007 as per Plan approved by AMC) admeasuring about 5034 Sq. Feet i.e. 467.68 Sq. Mtrs. (Super Built Up) situated on TENTH Floor in Block No. "A" in the scheme





"MONDEAL HEIGHTS" along with undivided proportionate right to use Non Agricultural Land bearing Final Plot No. 153 admeasuring 6635 Sq. Mtrs. and Final Plot No. 162 admeasuring about 8490 Sq. Mtrs. totally admeasuring 15,125 Sq. Mtrs. of Town Planning Scheme no. 6(Vejalpur) situate, lying and being at Moje Jodhpur, Taluka Ahmedabad City(West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4(Paldi) along with right to use and enjoy common amenities and all other common rights including roads, common plots, etc of the said scheme.

#### The said Unit No. A-1006 & 1007 is bounded as under:-

on or towards East

Open Space

on or towards West

Unit No. A-1005

on or towards **North** 

Open Space

on or towards South

Passage & Stair Case

The aforesaid **Property** is along with common rights in all common utilities & amenities, passages, Garden, staircase, Lift, compounds, sewage, drains, drainage, electricity etc.

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this day of MAY 2016 at Ahmedabad.

SIGNED, SEALED AND DELEVERED

by the above named FIRST PARTY-THE VENDOR

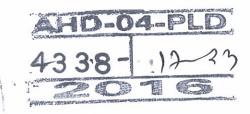
"SAFAL REALTY PRIVATE LIMITED"

Through its Authorized Signatory Mr. Akshay Girishbhai Chudasama

WITNESSES:-

[1] <u>C. D.</u> On

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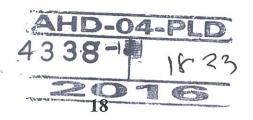


Photograph of said property of Unit No. A-1006 hereby sold by Vendor to Purchaser

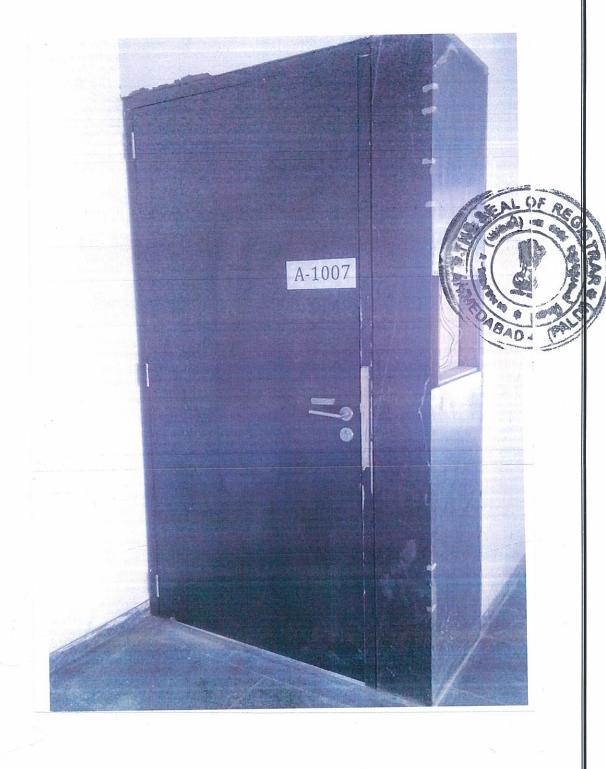


THE VENDOR

THE PURCHASERS

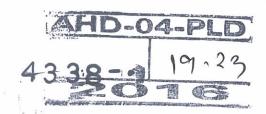


Photograph of said property of Unit No. A-1007 hereby sold by Vendor to Purchaser

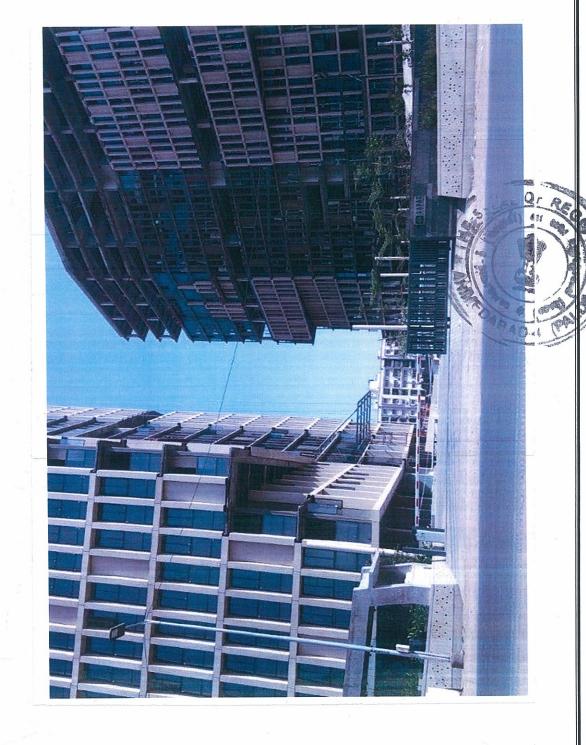


THE VENDOR

THE PURCHASERS

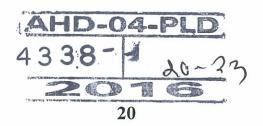


Photograph of said property of Unit No. A-1006 & 1007 hereby sold by Vendor to Purchaser



THE VENDOR

THE PURCHASERS



#### SCHEDULE OF REGISTRATION ACT SECTION – 32 A

FIRST PARTY-THE VENDOR



The Chung

"SAFAL REALTY PRIVATE LIMITED"

Through its Authorized Signatory, Mr. Akshay Girishbhai Chudasama

SECOND PARTY-THE PURCHASERS





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DEVENDRA SINGH SHEKHAWAT

AHD-4 - PALDI
4338 21 23
2016

09/05/16 3:27:18 pm

Version:1.1.2016.5

Serial No.

4338

Presented of the office of the Sub-Registrar of

S.R.O - Ahmedabad-4

Between the hour of

Paldi 15 to

16 on Date

09/05/2016





Safal Realty Private Limited through its Authorised Signatory Akshay Girishbhai Chudasama



(k d chauhan) Sub Registrar

S.R.O - Ahmedabad-4 Paldi

Receipt No:- 2016004012443

Received Fees as following

Rs. 215310

Registration Side Copy Fee

( 24 ): 240

Other Fees

0

TOTAL:-

215550



(k d chauhan)

Sub Registrar

S.R.O - Ahmedabad-4 Paldi

Sl.no

Party Name and Address

Age Photograph

Thumb Impression

Signature

Executing

1.000

Safal Realty Private Limited through its Authorised Signatory Akshay Girishbhai Chudasama

11th Floor, Safal Profitaire, Vejalpur, Ahmedabad PANNO:AABCH 6875 L 23





Mr. Chung

Executing Party admits execution

AHD-4 - PALDI
4338 22 23
2016

09/05/16 3:27:18 pm

Version:1.1.2016.5

1 Chiragbhai B. Shah

Tenth Floor, Safal Profitaire, Vejalpur, Ahmedabad





Known to the under signed Sub-Registrar state that the personally known the above executant and identifies him/them.

35/De

Date 9 Month

May - 2016

Bull

k d chauhan Sub Registrar S.R.O - Ahmedabad-4 Paldi

Produced Form No.1 for finalise the Marketvalue.

Date: 09/05/2016

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k d chauhan

Sub Registrar

S.R.O - Ahmedabad-4 Paldi

Received Copies of Certified Evidence of Seller , Buyer and Identifiers of Document

Date

09/05/2016

Ruy

( k d chauhan ) Sub Registrar S.R.O - Ahmedabad-4 Paldi

AHD-4 - PALDI 4338 23 23 2016

09/05/16 5:41:59 pm

Version:1.1.2016.5

Verified PAN No/GIR No as per IncomeTax Rules 1962.

Executant No.

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Claiment No.

Conformer No.

Date:

09/05/2016

Jus

( k d chauhan )

Sub Registrar S.R.O - Ahmedabad-4 Paldi

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Book No.

4338

Registered No.

Date:

09/05/2016

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( k d chauhan ) Sub Registrar S.R.O - Ahmedabad-4 Paldi

