

(RERA REGN. NO)

-: SALE DEED :-

THIS INDENTURE OF SALE DEED is made and entered at VAPI on this ____ th day of _____ in the Christian Year Two Thousand Twenty Three (____/____/2023).

B E T W E E N

PARAM INFRA a Partnership Firm registered under the provisions of Partnership Act-1932 through its Partner

SHRI PIYUSH PRAVINBHAI BHATU.

aged about 41 years, occupation-bussines,
at-Near Saligram Bunglow, S. No. 772, Muktanand Marg, CHALA, Taluka-Vapi, District-Valsad,hereinafter referred to as "**The Vendor**" or " The Promoter " (which expression shall be deemed to include its partners or partner, successors, legal representatives, executors, administrators and assigns wherever the context or meaning shall so require or permit) of **THE FIRST PART.**

(PAN NO. ABCFP 2700 R)

A N D

(1) _____

aged about ____ years, occupation-_____,

(PAN NO.

(2) _____

aged about ____ years, occupation-_____,

(PAN NO.

residing at- _____

hereinafter referred to as "**The Purchaser/s** " or "**Allotee** " (which expression shall be deemed to include heirs or heir, successors, legal representatives, executors, administrators and assigns)

WHEREAS the The Vendor is seized & possessed of NA land bearing . .

New Block / Survey No.	Old Survey No.	Area (H. Aare)	Assessment Rs.=Ps.
772	350 / 1	0=32=38	

situated at Village-CHALA, Taluka-Vapi City, District- Valsad, within Municipality Limits of Vapi and which is more particularly described in the Schedule-A hereunder written.

Originally Shri Mohmadkhan Fakirkhan was the owner of land bearing Old Survey No. 350, admeasuring-A. 1 = 29 G.. And the said land was standing in his name on Government Record. But Shri Mohmadkhan Fakirkhan was not owner & Possessor of the said land butShri Ramabhai manchubhai Patel was the owner & possessor of the said land and hence name of Shri Mohmadkhan Fakirkhan was deleted from the revenue record and the name of Shri Ramabhai

Manchhubhai was entered in revenue record by Mutation Entry No. 2466, dated-29/01/1968.

That, Deputy Collector LND-8 Vyara had initiated proceeding u/s. 73 AA of Land Revenue Code for the breach of Section 73 AA of Land Revenue Code as the land bearing Old S. No. 350/1, admeasuring-A. 0 = 32 G. was sold by Shri Ramabhai Manchbhai Patel to Shri Mukeshbhai Dajibhai Bhathela. And hence The Deputy Collector LND-8 Vyara had initiated proceeding u/s. 73 AA of Land Revenue Code for the land bearing Old S. No. 350/1, admeasuring-A. 0 = 32 G. vide his Case No. JMN / 73 AA (4) 1 / 95. And after holding an enquiry The Deputy Collector LND-8 Vyara had withdrawn the notice as there was no breach of Section-73 AA of Land Revenue Code.

That, after withdrawal of Notice Shri Ramabhai Manchubhai Patel had executed a Sale Deed in favour of Shri Mukeshbhai Dajibhai Bhathela on 15/06/1995. And the said Sale Deed is registered in the Office of Sub-Registrar Pardi at Serial No. 1428, dated-15/06/1995. And by virtue of Sale Deed Mutation Entry No. 6405, dated-26/06/1995 effected in revenue records.

That, Shri Mukeshbhai Dajibhai Bhathela had made an application before Collector Valsad to convert the said land from Agricultural use to Non-Agricultural use for Residential purpose. And Collector gave NA permission vide its No. CB / NA / regi. 25 / 2018-19 / vahi-3198-3207 / 2018. dated-27/08/2018. And by virtue of NA permission Mutation Entry No. 12831, dated-24/09/2018 effected in revenue records.

That, Government had promulgated the revenue record and Survey No. 350 / 1 is given New Block / Survey No. 772. And for which Mutation Entry No. 12820, dated-27/06/2018 effected in revenue record.

That, Government had establish New Mamlatdar Office for Vapi Municipality area. And Vapi, Chala & Dungra are covered in Vapi Municipality and hence Chala is include in Vapi City. And for which Mutation Entry No. 13438, dated-16/12/2020 effected in revenue record.

That, Param Infra a Partnership Firm had purchased the said land from Shri Mukeshbhai Dajibhai Bhathela by a registered Sale Deed dated-10/08/2022. And the said Sale Deed is registered in the Office of Sub-Registrar Vapi at Serial No. 11045, dated-12/08/2022. And by virtue of the Sale Deed Mutation Entry No. 13963, dated-05/09/2022 effected in revenue records.

That, Param Infra a Partnership Firm prepared building plan to construct Residential Flats on the said land and made an application and submitted the plan to Municipality Vapi and Municipality Vapi had sanctioned the plan submitted by Param Infra a Partnership Firm and gave Development permission vide its No. 1020BP22230108. And the said building to be constructed on the said Land shall be known as " **PARAM SKYWALK** ". And according the said plan Municipality Vapi had sanctioned 96 Flats in the said land. And Building consist 8 Flats from First Floor to Twelve Floor and the said building to be constructed on the said Land shall be known as " **PARAM SKYWALK** ".

Rs.

Rs. _____/= (Rupees _____ Only)

The Vendor doth hereby admit and acknowledge the receipt of full payment and The Vendor hereby convey, transfer and assign the **said Flat**, along with proportionate undivided impartible share in the portion of " The Said Land " more particularly described in **Schedule A** hereunder written to The Purchaser/s on ownership basis on the terms and conditions contained in this presence.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The foregoing recitals shall be treated as forming integral part of operative portion of this Deed and this Deed shall be read accordingly.
2. Subject to the premises and covenants contained herein to be observed by the parties here to, The Vendor doth hereby grants, conveys, transfers, assigns and assures unto The Purchaser/s **Flat No. _____** on **_____ Floor** having **admeasuring- _____ Sq. Fts. (i.e. _____ Sq. Mtrs.)** as per **RERA Carpet Area admeasuring-_____ Sq. Mtrs.** to be built upon a portion of " The Said Land ", referred to in **Schedule-A**, along with proportionate undivided impartible share in the portion of "The Said Land", along with all its freehold ownership and possessory rights, together with proportionate interest and rights in the common services, areas and facilities provided therein. TO HAVE AND TO HOLD and enjoy " The Said Flat " hereby conveyed unto The Purchasers absolutely and forever free from encumbrances.

The Vendor hereby agrees to allot Balconies having **Carpet Area admeasuring-_____ Sq. Mtrs.)** forming part of Flat apartment to the Purchaser/s.

And the whole project to be built upon the land described in **Schedule-A** hereunder written is known as "**PARAM SKYWALK**".

3. The Vendor hereby covenants that this Deed is executed in its entirety and the Vendor has received the entire Sale Consideration of "The Said Flat " amounting to **Rs._____/= (Rupees _____ Only)** as mentioned herein above.
4. Simultaneously with the execution of these presents, The Vendor has handed over to the Purchaser/s the vacant and peaceful physical possession of "The Said Flat" and the Purchaser/s acknowledges having taken over the vacant, physical and peaceful possession of "The Said Flat" to the Purchaser/s' entire satisfaction and the Purchaser/s has been left with no claim whatsoever against the Vendor with regard to any defects or deficiency in "The said Flat", the amenities and fixtures and

fittings provided therein and/or the title and interest of the Vendor in the said Property and the said Building.

5. The Purchaser/s hereby declares that the lay-out of the said property, sanctioned plans, designs and plans may require amendments from time to time and that the scheme of development proposed in respect of the said Projects to be carried out by the Vendor on the said Property may be carried on over a period of time. And the Vendor in it's sole discretion, is entitled to make and implement such amendments and The Purchaser/s shall not raise any objection to the same and the purchaser/s hereby agree/s, give/s irrevocable consent for the same.
6. The Purchaser/s shall be liable and hereby expressly agrees to bear and pay all applicable present and future assessment charges, maintenance charges, outgoings, existing and future taxes, and/or other associated taxes/charges and/or levies payable, if any, whether payable in the first instance, or levied from time to time or otherwise and all increases therein which are/may be levied or imposed by the Vendor and/or concerned local authorities and/or Government and/or public bodies or authorities with respect to "The Said Flat " and/or the said Residential Building, till such time as may be determined by the Vendor.
7. All the expenses and charges for the provision, operation and maintenance of the common access roads, passages, electricity and telephone cables, underground pumps, water lines, gas pipelines, drainage lines, sewerage lines and other common amenities and conveniences, provided if any, in the said Land, shall be common and the Purchaser/s along with other purchaser of premises in the said Building shall share such expenses and charges in respect thereof as also maintenance charges proportionately, as the case may be, as decided by the Vendor at its absolute discretion. Such proportionate amounts shall be payable by each of the purchaser of the premises in the said Building including the Purchaser/s herein and such proportion shall be determined by the Vendor and the Purchaser/s agrees to pay the same regularly without raising any dispute or objection with regard thereto.
8. So long as each of the Flats in the said Residential Building are not separately assessed for municipal taxes and water taxes, the Purchaser/s shall pay to the Vendor or to the said Society a proportionate share of the municipal taxes and water taxes assessed on the whole of the said Residential Building and/or the said Property, as the case may be. Such proportion shall be determined by the Vendor on the basis of the area of each of the flats in the said Residential Building.
9. The Vendor hereby consents that The Purchaser/s shall be entitled to get their names entered in the Govt. Records and Municipality records for the Flat by producing these presents. And The Vendor do hereby agrees to

give their statements and signatures whenever and wherever necessary to transfer "The Said Flat " in the name of The Purchaser/s if necessary.

10. It is further agreed, confirmed and covenanted between the Parties hereto that the Purchaser/s shall not change the user of "The Said Flat" and/or make any structural alterations and/or construct any additional structures whether temporary or permanent, or elevation of building on the said Property and shall not cover or construct anything in Balcony/ies without the prior written permission of the Vendor and/or the said Society in that behalf.
11. The Purchaser/s, for himself/ herself/ themselves and with an intention to bind all persons into whose hands "The Said Flat" may hereinafter come, hereby covenant with the Vendor that they shall :
 - a) maintain "The Said Flat" at his/ her/ their/ its own cost and keep it in good, tenantable/ repairable condition from today and shall not do or suffer to be done anything in or to the said Residential Building in which "The Said Flat" is situate including the lifts, staircases, common passages, landings, lobbies and other common areas and amenities therein which would damage or diminish them in value or adversely effect or interfere with the use and enjoyment of the same by the Purchaser/s or others which may be against the rules, regulations and bye-laws of concerned local or public bodies or any other authorities, as the case may be or change, alter or make additions or alterations structural or otherwise, in or to the said building and to "The Said Flat" or any part thereof, in any manner whatsoever, including the passages.
 - b) not store in "The Said Flat" any goods which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the said Residential Building and/or storing of which goods is objected to by the concerned local or other authorities and shall not carry or cause to be carried heavy packages on the upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Residential Building, including entrances to said Residential Building, and in case any damage is caused to the said Residential Building on account of negligence or default of the Purchaser/s or his employees, agents, servants, guests, or invitees, the Purchaser/s shall be liable and responsible for the consequences thereof;
 - c) carry out, at his/ her/ their/ its own cost, all internal repairs of "The Said Flat" and maintain "The Said Flat" in the same condition, state and order in which it was delivered by the Vendor to the Purchaser/s and shall not do or suffer to be done anything in or to the said Residential Building and/or to the said Property which

may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of this provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

- d) not demolish or cause to be demolished "The Said Flat" or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to "The Said Flat" or any part thereof, nor any alteration in which the elevation, walls, sections, details and / or outside colour scheme of the said Residential Building;
- e) keep the partitions, sewers, drains, pipes in "The Said Flat" and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the said Residential Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members of "The Said Flat" without the prior written permission of the Vendor and/or the said Society and/or the concerned local authorities and/or any other public bodies;
- f) not do or permit to be done any act or thing which may render void or voidable any insurance of the said Residential Building or any part thereof or whereby any increase in the premium shall become payable in respect of such insurance
- g) not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from "The Said Flat" into the compound or any portion of the said Residential Building and/or the said Property and shall not cause any nuisance, inconvenience, hindrance or disturbance to the other flat owners in the said building.
- h) bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or Government and/or other public authority, on account of change of user of "The Said Flat" by the Purchaser(s);
- i) not let, sublet, transfer, assign, give on leave and license basis or part with his / her/ their/ its interest in or benefit under this Deed or part with the possession of "The Said Flat" until all the dues payable by the Purchaser/s to the Vendor or the said Society, upon formation thereof, are fully paid up and until the Purchaser/s have intimated in writing to the Vendor or the said Society of their intention to do so;

- j) observe and perform all the rules and regulations which the said Society may adopt at its inception and any additions, alterations or amendments thereof that, may be made from time to time for protection and maintenance of the said Residential Building and "The Said Flat" 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;
 - k) observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of "The Said Flat" and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Deed;
 - l) the open spaces and common entrances, common passages, lobbies, staircases, and lifts in the said Residential Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage or parking purpose or anything else. The Purchaser/s shall not use or permit the use of any part of the Property for any purpose and shall not use or permit the use of common passages, lobbies and staircases in the said building for storage or for use by servants at any time;
 - m) the Purchaser/s shall not, at any time, do any work in "The Said Flat" which would jeopardize the soundness or safety of the said building or prejudicially affect the same;
 - n) The Purchaser shall permit the vendor / Committee / the Society and their surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the said premises or any part thereof for the purpose of repairing any part of the building and for the purpose of making repairing, maintaining, rebuilding, cleaning, lighting, and keeping in order and good condition all service drains, pipes, cables, water courses, gutters, wires, partly structures or other convenience belonging to or serving or used for the said building and also for the purpose of laying maintaining, repairing, renewing, and testing drainage and water pipes and electric and telephone wire and for similar purpose.
12. The Purchaser/s shall, from time to time, sign all such applications, papers and documents and do all such acts, deeds matters and things as the Vendor or the said Society may require for safeguarding the interest of the Vendor and/or the Purchaser/s and/or the other purchaser in said Residential Building.
13. The Purchaser shall maintain the front elevation and the side and rear elevation of the said building and colour scheme in the same form and

shall not any time alter the said elevation in any manner whatsoever the nature of "The Said Flat" or any part thereof.

14. The Purchaser/s shall not be entitled to claim partition of their share in "The Said Land" and the same shall always remain impartible.
15. The Purchaser will not be entitled to get direct connections such as water pipe lines, electricity lines, Gas Lines, Cable Line, Dish TV/ Antenna etc. without the previous permission in writing from The Vendor/ Said Society.
16. The Purchaser will become member of Society or Flat Owners Association which will be formed after the building/ the Said Complex is ready for occupation. And The Purchaser will pay proportionate charges for the registration / forming of the said Society/Association. And The Purchaser will become a Member of the said Society/ Association and will abide all rules and regulation of the said Society.
17. The Vendor has handed over all the relevant papers pertaining to the title of the property and Construction Permission, Lay-Out Plan, Floor Plan of the Flat purchased by the Purchaser, Land Title Report to The Purchaser. And The Purchaser had accepted the said documnets/papers from The Vendor.
18. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of Five years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
19. That, after obtaining the B.U. Permission The Promotor has no right on FSI, Additional FSI, Common Area and Terrace of the said project. And Society/ Association has right on FSI, Additional FSI, Common Area and Terrace of the said project.
20. Any dispute between the parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations thereunder.
22. If any provision of this Agreement shall be determined to be void or enforceable under this Act of the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions

of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. This Deed shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Gujarat only.
24. All stamp duty and registration charges payable for the execution and registration of this Deed shall be borne and paid by the Purchaser/s alone. The Purchaser/s alone will be responsible for the consequences of insufficient and/or non-payment of stamp duty on this Deed and/or all other documents etc. to be executed in connection therewith.

- :: SCHEDULE :: -

SCHEDULE - A :-

(Description Of the Land)

ALL THAT piece or parcels of Non-Agricultural land or ground lying and being at **CHALA** within Municipality Limits of Vapi, in the Sub-District Vapi City, District-Valsad bearing New Survey No. 772 (Old Survey No. 350 / 1), admeasuring- H. 0 = 32 are = 38 Sq. Mtrs.. And the said land is bounded as follows :-

On or towards East : Land bearing Old S. No. 350 / paikiee.

On or towards West : Land bearing Old S. No. 351.

On or towards North : Adjoining Road.

On or towards South : Land bearing Old S. No. 349.

SCHEDULE - B :-

(Description Of Flat)

Shop/Flat No. _____ **on** _____ **Floor** having **Carpet Area** **admeasuring-**_____ **Sq. Fts. (i.e.** _____ **Sq. Mtrs.)** in building " **A / B** " of " **PARAM SKYWALK** " built upon the land referred to the **Schedule-A**; hereabove written with undivided impartiable _____ **Sq. Mtrs.** Share in the land. And the said Flat is bounded as follows:-

On or towards the East :

On or towards the West :

On or towards the North :

On or towards the South :

(Description Of Balcony)

The Vendor hereby agrees to allot Balconies having **Carpet Area** **admeasuring-**_____ **Sq. Fts. (i.e.** _____ **Sq. Mtrs.).** forming part of Flat to the The Purchaser.

Total Carpet Area of Flat and Balcony admeasuring-_____ **Sq. Fts. (i.e.** _____ **Sq. Mtrs.).**

SCHEDULE - C :-

Specifications of Amenities in the Flat

STRUCTURE

- RCC Super structure with earthquake resistance design
- Brick / Block Walls
- External double coat sand faced plaster
- Single coat Internal Cement Plaster

PAINTING

- Exterior water proof paint on outside walls.
- Interior Plaster with wall putty.

FLOORING

- Vitrified tiles in entire apartment.
- Ceramic tiles in bathroom, wash area and toilet.

TOILET / PLUMBING

- Glazed Tiles Dado up to lintel level & Flooring
- Internal Concealed APVC pipe plumbing for cold water and CPVC pipe for hot water plumbing
- Good Quality sanitaryware
- Good Quality C.P. Fitting with manufacturer's warranty
- Washing machine inlet / outlet in wash area

KITCHEN

- Granite platform with sink and tiles over the platform

DOORS & WINDOWS

- Decorative Main Door.
- Internal flush doors with laminate
- Anodized aluminum section sliding windows with mosquito net
- Granite sill on all sides of window.

ELECTRIFICATION

- Single phase Electric meter & concealed copper wiring with adequate number of electric points in all rooms
- Provision of T.V. Telephone, A.C. Point in master bedroom
- Distribution board with MCBs for safety protection
- Modular switches & accessories

SPECIFICATIONS, AMENITIES, FACILITIES TO BE UTILISED JOINTLY BY ALLOTEES OF ALL THE OCCUPANTS OF THE PROJECT

- Decorative Entrance Gate
- Landscape Garden
- Underground and Over Head Water Tank
- D.G for power backup for Lift and Passage
- Passage Lighting
- Lift
- CCTV For Security

Annexure-A : Rera Certificate.

Annexure-B : Land lay-out Plan.

Annexure-D : Floor Plan of Apartment (For Flat)

IN WITNESS WHEREOF the Parties hereto have set hereunto their
respective hands on the day and year first hereinabove written.

SIGNED & DELEIVERED by)
THE VENDOR)
For Param Infra)

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)
)
)
)
(**Shri Piyush Pravinbhai Bhatu**))

Authorised Partner)
SIGNED & DELEIVERED by)
THE PURCHASER)

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)
)
)
)
_____)

WITNESS : -

1. _____

2. _____