

-:: SALE DEED ::-

This indenture of Sale Deed made at Vapi, Tal. Vapi, Dist. Valsad this day of, 2021 and **BETWEEN:**

[1]. SMT. SAJJUDEVI RAMPARASNATH KORI, age about: 47 years, occupation: Business, **[2]. SHRI RAMPRASANTH SANTOKHI KORI**, age about: 54 years, occupation: business, both are residing at. Flat No. 101, B Wing, Sai Vatika, Muktanand Marg, Chala, Vapi, Tal. Vapi, Dist. Valsad. hereinafter referred to as **"THE LAND OWNERS"** (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include their legal heirs, executors, administrators and assignees) of **THE ONE PART**

AND

M/S. SHREE SAI ENTERPRISES, [PERMANENT ACCOUNT NO. AEDFS6522A], a Partnership firm registered under the provisions of Indian Partnership Act, 1932 and having its registered office at. Plot NO. 175 to 180, Apna Ghar Apartment Society (Near Padmavati Building), Kachigam Road, Chala, Vapi, Tal. Vapi, Dist. Valsad consisting of partners namely **[1]. SMT. SAJJUDEVI RAMPARASNATH KORI**, age about: 47 years, occupation: Business, **[2]. SHRI RAMPRASANTH SANTOKHI KORI**, age about: 54 years, occupation: business, both are residing at. Flat No. 101, B Wing, Sai Vatika, Muktanand Marg, Chala, Vapi, Tal. Vapi, Dist. Valsad, having the authority to execute sale agreement on behalf of the firm hereinafter referred to as **"THE PROMOTER" or "THE DEVELOPER" or "THE CONFIRMING PARTY"** (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include Partners from time to time, their executors, administrators and assignees)

[1], [PERMANENT ACCOUNT NUMBER:] age about : years, Occupation: Business/ Service, **[2], [PERMANENT ACCOUNT NUMBER:]** age about :years, Occupation: Business/ Service Both Residing at:
"the Purchaser" of the Third Part (hereinafter referred to as "the Allottee") (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include their legal heirs. executors, administrators and assignees).

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Originally an agricultural lands bearing Revenue Survey No. 453/ 1 Paikie, 454, 455, 456, 468/1/2/3 situated within the Village: Chala, Taluka: Vapi, District: Valsad was owned and possessed by NAVROJJI RUSTOMJI LATT in the government records.

Thereafter, NAVROJJI RUSTOMJI LATT sold the said agricultural lands bearing Revenue Survey No. 453/ 1 Paikie, 454, 455, 456, 468/1/2/3 situated within the Village: Chala, Taluka: Vapi, District: Valsad to (1) MANUBHAI VADILAL SHAH & (2) DAUDBHAI KASAMBHAI MANSURI by executing a Sale Deed dated 08.10.1992, which deed came to be registered in the office of Sub-registrar, Pardi and a Mutation Entry No. 3508 came to be mutated in Village Form No. 06 of Village: Chala, which came to be certified by the competent authority.

Thereafter, all agricultural lands bearing Revenue Survey No. 453/ 1 Paikie, 454, 455, 456, 468/1/2/3 being adjacent to each other and all being owned and possessed by (1) MANUBHAI VADILAL SHAH & (2) DAUDBHAI KASAMBHAI MANSURI, they applied to Mamlatdar, Pardi for amalgamation of all said agricultural lands into one single unit. The Mamlatdar, Pardi after making necessary inquiry, amalgamated above said Agricultural lands and gave amalgamated Survey No. 453/1 vide his order No. B.N.D.VASHI/ 4324/ 82.

Thereafter, (1) MANUBHAI VADILAL SHAH & (2) DAUDBHAI KASAMBHAI MANSURI prepared a Layout Plan and applied to District Development Officer, Valsad for converting the said agricultural land bearing Survey No. 453/1 into Non-Agricultural land. The District Development Office, Valsad granted the said application and gave necessary N.A. Permission after making necessary inquiry vide his order No. D.P. N.A./ REGI.137/ 82-83, dated 21.03.1983. On the basis of the said N.A. Permission, the said land was sub-divided into several plots of different measurements. The said changes were mutated by in Village Form No. 06 of Village Chala vide Mutation Entry No. 3559, which came to be certified by competent authority.

Thereafter, (1) MANUBHAI VADILAL SHAH & (2) DAUDBHAI KASAMBHAI MANSURI formed and registered a Partnership Firm named- APNAGHAR APARTMENT under the provisions of Partnership Act.

It further transpires that, the said M/s. APNAGHAR APARTMENT, a Partnership Firm through its Partners- (1) MANUBHAI VADILAL SHAH & (2) DAUDBHAI KASAMBHAI MANSURI sold the N.A. Plots bearing No. 174(A), 174(B), 175, 176, 177, 178, 179 and 180 totally admeasuring 1,775.66 square meters along with common plot No. A admeasuring 339.74 square meters to KUMARI MANJU SHIVAN by executing a Sale Deed dated 26.04.1996, which deed came to be registered in the office of Sub-registrar, Pardi at Sr. No. 1538 dated 05.06.1996 and a Mutation Entry No. 6674 came to be mutated in Village Form No. 06 of Village: Chala, which came to be certified by the competent authority.

It further transpires that, the said KUMARI MANJU SHIVAN through her Power of Attorney Holder- A. SHIVAN ANAND sold the said N.A. Plots bearing No. 174(A), 174(B), 175, 176, 177, 178, 179 and 180 totally admeasuring 1,775.66 square meters to M/s. ARIHANT DEVELOPERS, a Partnership Firm by executing a Sale Deed dated 13.02.2006, which deed came to be registered in the office of Sub-registrar, Pardi at Sr. No. 1070 dated 31.08.2006 and a Mutation Entry No. 10731 came to be mutated in Village Form No. 06 of Village: Chala, which came to be certified by the competent authority.

It further transpires that, the said M/s. ARIHANT DEVELOPERS, a Partnership Firm consisting of Partners- 1) PRATUL JAYANTILAL SHAH, 2) PRITIBEN MANISHKUMAR SHAH, 3) AJAYKUMAR CHHAGANLAL SHAH, 4) ANILABEN AJAYKUMAR SHAH, 5) RAJESH CHHOTTUBHAI PATEL, 6) SHARDABEN CHHOTTUBHAI PATEL, 7) VARUN LAKSHMINARAYAN GARG and 8) DARSHAK BHUPATRAI SHAH sold the said N.A. Plots bearing No. 175, 176, 177, 178, 179 and 180 totally admeasuring 1,323.40 square meters to M/s. SHREENATHJI ASSOCIATION, a Partnership Firm by executing a Sale Deed dated 20.10.2014, which deed came to be registered in the office of Sub-

registrar, Vapi at Sr. No. 4255 dated 20.10.2014 and a Mutation Entry No. 11949 came to be mutated in Village Form No. 06 of Village: Chala, which came to be certified by the competent authority.

Thereafter, M/s. SHREENATHJI ASSOCIATION, a Partnership Firm applied to Mamlatdar, Vapi to amalgamate all the said N.A. Plots bearing No. 175, 176, 177, 178, 179 and 180 totally admeasuring 1,323.40 square meters, all these plots being lying adjacent to each other into one single unit. The Mamlatdar, Vapi after making necessary inquiry, amalgamated above said Plots and gave amalgamated Survey No. 453/Paikee 1, Plot No.175 admeasuring 1,323.00 square meters vide his order No. JMN/ Ekatrikaran/ Chala/ Regi.No.2/ Vashi 63/ 18 dated 29.01.2018. A Mutation Entry No. 12729 came to be mutated in Village Form No. 06 of Village: Chala to this effect, which came to be certified by the competent authority.

Thereafter, all lands within the limits of Vapi Taluka came to be re-surveyed and new survey numbers were promulgated, thus N.A. land bearing amalgamated Survey No. 453/Paikee 1, Plot No.175 admeasuring 1,323.00 square meters, situated at Chala within the Municipal limits of Vapi, Taluka: Vapi, District: Valsad came to be numbered as 3247 admeasuring 1,323.00 square meters.

Thereafter, the said M/s. SHREENATHJI ASSOCIATION, a Partnership Firm through its Partner- VISHAL JAMANBHAI KANSARA for himself and as Power of Attorney Holder of other Partners- 1) LEELAVATI JAMANBHAI KANSARA, 2) ISHA VISHAL KANSAR, 3) JAMANBHAI RAMJIBHAI KANSARA, 4) PRAKASHBHAI BABUBHAI KALARIYA, 5) TUSHAR KANTILAL DESAI, 6) SONAL TUSHAR DESAI sold the said N.A. land bearing new promulgated Survey No. 3247 admeasuring 1,323.00 square meters (Old Survey No. 453/Paikee 1, Plot No.175) to (1) SAJJUDEVI RAMPARASNATH KORI & (2) RAMPARASNATH SANTOSHIPRASAD KORI by executing a Sale Deed dated 01.03.2019, which deed came to be registered in the office of Sub-registrar, Vapi at Sr. No. 2183 dated 01.03.2019 and a Mutation Entry No. 12949 dated 18.03.2019 came to be mutated in Village

Form No. 06 of Village: Chala, which came to be certified by the competent authority.

Thereafter, (1) SAJJUDEVI RAMPARASNATH KORI & (2) RAMPARASNATH SANTOSHIPRASAD KORI obtained necessary Development permission dated 22.09.2020 from Vapi Area Development Authority vide their Order/ Rajachitthi No. VAADA/ 17-10-2020/1542651/01/000604/ODPS/183/20-21 dated 26.11.2020 for construction of Parking floor, First Floor, Second Floor, Third Floor, Forth Floor, and Fifth Floor and Terrace Floor RCC Type residential building on the above said N.A. land bearing newly promulgated Survey No. 3247 admeasuring 1,323.00 square meters, situated at Chala within the Municipal limits of Vapi, Taluka: Vapi, District: Valsad.

Thereafter (1) SAJJUDEVI RAMPARASNATH KORI & (2) RAMPARASNATH SANTOKHI KORI entered into a Development agreement with M/s. Shree Sai Enterprises consisting of Partners namely (1) SAJJUDEVI RAMPARASNATH KORI & (2) RAMPARASNATH SANTOKHI KORI for constructing RCC type buildings and developing the said land by executing a Development Agreement dated : 10.11.2020 which is duly registered in the office of sub registrar Vapi at Sr. No.8372 dated: 10.11.2020.

Now, M/S. SHREE SAI ENTERPRISES proposes to implement and construct a Ground plus Five Floors RCC Type residential building on the above said N.A. land bearing new promulgated Survey No. 3247 admeasuring 1,323.00 square meters, situated at Chala within the Municipal limits of Vapi, Taluka: Vapi, District: Valsad as per the construction permission and approved plan, which is known as **“SAI NIWAS”**.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land;

AND WHEREAS the Land Owner is in possession of the project land.

AND WHEREAS the Promoter has constructed on the project land two commercial buildings namely **SAI NIWAS** consisting of Parking floor, First Floor, Second Floor, Third Floor, Forth Floor, and Fifth Floor and Terrace Floor.

AND WHEREAS the Allottee has purchased a Flat bearing number.....on the floor (herein after referred to as **"THE SAID PROPERTY"**) of the Building called **SAI NIWAS** (herein after referred to as the said "Building") constructed by the Promoter.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at No ; authenticated copy is attached in Annexure 'B';

AND WHEREAS by virtue of the Development Agreement the Land Owner and the Promoter have the right to sell jointly the flat in the said building constructed by the Promoter on the project land and to enter into indenture of sale deed with the allottee(s)/s of the Said Property to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs and of such Other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the Allottee is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the residential flat constructed have also been inspected by the Allottee and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans of the Layout and according to which the construction of the buildings and open spaces are provided for on the said project has also been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans and specifications of the Said Property purchased by the Allottee has been annexed and marked as Annexure A

AND WHEREAS the Promoter has constructed the said building as per the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and has obtained the Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS the Promoter has observed and performed the terms, conditions, stipulations and restrictions laid down by concerned local authority and/or Government while developing the project land and upon due observance and performance of which the completion or occupancy certificate in respect of the said building/s is granted by the concerned local authority.

AND WHEREAS the carpet area of the said Property is square meters/ square feet and "carpet area" means the net usable floor area of the flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Flat.

In accordance with the terms and conditions set out in Agreement dated : duly registered with the sub registrar at Vapi under serial No. dated..... the Promoter has sold and the Allottee has purchased the Said Property and the garage/covered parking (if applicable).

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

(i) The Allottee has purchased from the Promoter and the Promoter has sold to the Allottee **RESIDENTIAL APARTMENT NO.** admeasuring **Square Meters** or **Square Feet** Carpet Area, and square feet or**square meters** Balcony area on floor in the building (hereinafter referred to as "**THE SAID PROPERTY**") for the consideration of Rs. including Rs.....being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and

description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

The total aggregate consideration amount for the said Property mentioned herein above from clause 1 a (i) to (iv) is thus Rs /-

The Allottee has paid full and final consideration amount of the said Property being Rs..... (Rupees.....only) on or before execution of this indenture of sale deed in the following manner:

:: DETAILS OF THE PAYMENT ::

Sr. No.	Name of the Bank	Date	Cheque No./Cash	Amount (INR)
1.				
2.				
3.				
4.				
TOTAL				/-

The consideration amount of the said property is received by the Promoter as aforesaid and the receipt whereof the Promoter hereby admits and acknowledges. The Promoter has on execution hereof handed over quiet, vacant and peaceful possession of the said property to the Allottee forever as absolute owner thereof. Hence, the Promoter has on this day put the Allottee in possession of the said property timelessly, forever and eternally to the use and benefit of the Allottee forever to be held as heritable and transferable rights subject to the terms, conditions and provisions contained in this sale deed and also the Promoter has handed over to the Allottee all the documents of title pertaining to the said property.

The promoter shall not have any claim over Floor Space Index, additional Floor Space Index, Terrace & common area rights after BU permission has been obtained. Such right, If any, will be enclosed by society of buyers.

If within a period of five years from the date of handing over the possession of the Said Property to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Said Property or the building in which the Said Property are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

The Allottee shall use the Said Property or any part thereof or permit the same to be used only for purpose of residential flat for carrying on any business. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee or any other person is not entitled to park their commercial vehicles in the said parking and also not entitled to use the open space of the said parking for the commercial use.

The name of the building shall forever be "SAI NIWAS" and the Allottee is not entitled to change the name of the said building.

The Allottee along with other allottee(s) of residential flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

The Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Property) of outgoings in respect of the project land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

The Allottee shall pay to the Promoter a proportionate amount for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

At the time of registration of conveyance or Lease of the structure of the building of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building of the building. At the time of registration of conveyance or Lease of the project Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iii. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law.

v. The Promoter has the right to enter into this indenture of sale deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vi. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

vii. The Promoter has duly paid all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

viii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Said Property at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Said Property is taken and shall not do or suffer to be done anything in or to the building in which the Said Property is situated which may be against the rules, regulations or bye- laws or change/alter or make addition in or to the building in which the Said Property is situated and the Said Property itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Said Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Property is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said Property is situated, including entrances of the building in which the Said Property is situated and in case any damage is caused to the building in which the Said Property is situated or the Said Property on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the Said Property and maintain the Said Property in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Said Property is situated or the Said Property which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Said Property 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 Property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Property is situated and shall keep the portion, sewers, drains and pipes in the Said Property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Property is

situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Property without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Said Property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Property in the compound or any portion of the project land and the building in which the Said Property is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said Property is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Property by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the residential flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the

stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Property in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

The Allottee shall have no claim save and except in respect of the Said Property hereby sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

**PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/
SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Said Property, in case of a transfer, as the said obligations go along with the Said Property for all intents and purposes.

SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.

Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the VALSAD Authority as per the

provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this indenture of sale deed it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Said Property to the total carpet area of all the residential flats in the Project.

The Promoter shall not be responsible and/or liable for the consequences arising out of the change in government law or changes in other laws, rules, regulations etc. or due to War, Civil Commotion, and act of God, Fire, accident, emergency, flood, earthquake, Force major or other causes beyond the control of the vendor.

All the expenses for the registration of this sale deed are paid and borne by the Allottee. The proper market value, being and considered of the said property is Rs..... /- and as per the

law, this sale deed is executed on Non Judicial Stamp Paper of Rs..... /-. In future, if the value of the said property is assessed being more by the Gujarat Government and any additional amount of deficit stamp duty, penalty or tax is required to be paid; the same shall be paid and borne by the Allottee only.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Sale deed for sale at Vapi in the presence of attesting witness, signing as such on the day first above written.

**First Schedule Above Referred to Description of the
freehold/leasehold land and all other details.**

The piece or parcel of freehold land bearing **REVENUE SURVEY NO. 3247 (OLD SURVEY NO. 453/ PAIKEE 1/ PLOT NO.175)** admeasuring **1323.00 Square meters** or thereabouts lying and situated at Chala Within The Municipal Limits Of Vapi, Taluka: Vapi, District: Valsad

**Second Schedule Above Referred to here set out the nature, extent
and description of common areas and facilities.**

- (1) Parking : Individual Parking. Standard quality vitrified Tiles in all shops.
- (2) Structure : Earthquake Resistant R.C.C.
- (3) Flooring : Standard quality vitrified Tiles in Hall & All rooms & Passage (2' x 2').
- (4) Kitchen : Granite Kitchen Platform with stainless steel Sink & Designer Glazed tiles dedo upto lintel level above Kitchen Platform.
- (5) Electric : Concealed Copper wiring with I.S.I. Mark & Electrical fitting with sufficient Light & Plug Points, T.V. Point in Drawing Hall, Modular Switches ISI Mark/Standard Qualities in all rooms.
- (6) Door : Decorative Main Entrance Door with wooden frame, Bathroom and Toilet waterproof FRP. Door with Marble Frame.
- (7) window : Standard Quality Powder coated Aluminum sliding window with Marble sill with one shutter Mosquito net.
- (8) Bath/Toilet : Bathroom and Toilet lintel level Glazed Tiles.
- (9) Shop : Shop G.I. Shutter with oil paint.
- (10) Plumbing : Internal Concealed APVC Pipe Fitting for Cold water & C.P.V.C. pipe for hot water Plumbing (I.S.I. Mark/ standard Company.)
- (11) Paints : Interior & Exterior : External Plaster double coat with all Apex Paint Internal Plaster with Putty finish.

- (12) C.C.T.V. : C.C.T.V. Cameras in Common area.
(13) D.G.
Back up : D.G. for Power Backup for lift and Passage .
(14) Water : Common Overhead & Underground Water Tank.
(Borewell/Municipality water).
(15) Lift : Standard Quality Lift.
(16) Foyer : Attractive Foyer.

SCHEDULE 'A'

The **RESIDENTIAL APARTMENT NO.** admeasuring
Square Meters or **Square Feet** Carpet Area, and
square feet or**square meters** Balcony area, situated on
the **FLOOR** of the Building called "**SAI NIWAS**"
constructed on the undivided land area _____ N.A. Land
bearing non-agricultural land having new promulgated **REVENUE**
SURVEY NO. 3247 (OLD SURVEY NO. 453/ PAIKEE 1/ PLOT NO.175)
admeasuring about 1323.00 square meters situated at Chala
within the Municipal limits of Vapi, Taluka: Vapi, District: Valsad. The
said Property is bounded as under:

East:

West:

North:

South:

SCHEDULE 'B'

FLOOR PLAN OF THE SAID PROPERTY

ANNEXURE-A

(Authenticated copies of the plans and specifications of the Said
Property agreed to be purchased by the Allottee as approved by
the concerned local authority)

ANNEXURE-B

(Authenticated copy of the registration Certificate of the project
granted by the real Estate Regulatory Authority)

ANNEXURE-C

Specification and amenities for the Said Property is mentioned
herein above :

IN WITNESS WHEREOF parties hereinabove named have set their
respective hands and signed this sale deed at Vapi in the
presence of attesting witness, signing as such on the day first
above written.

SIGNED AND DELIVERED
BY THE WITHIN NAMED
“THE LAND OWNERS “

[1]. SAJJUDEVI RAMPARASNATH KORI

[2]. RAMPRASANTH SANTOKHI KORI

SIGNED AND DELIVERED
BY THE WITHIN NAMED
“THE PROMOTER” or “THE DEVELOPER”
or “THE CONFIRMING PARTY”

M/S. SHREE SAI ENTERPRISES a Partnership firm
consisting of partners namely :

[1]. SAJJUDEVI RAMPARASNATH KORI

[2]. RAMPRASANTH SANTOKHI KORI

WITNESSES:

{ 20 }
SCHEDULE
UNDER THE PROVISIONS OF SECTION 32(A) OF
REGISTRATION ACT

SIGNED AND DELIVERED BY THE WITHIN NAMED THE LAND OWNERS	PHOTO	THUMB IMPRESSION
[1]. SAJJUDEVI RAMPARASNATH KORI [2]. RAMPRASANTH SANTOKHI KORI		
SIGNED AND DELIVERED BY THE WITHIN NAMED “THE PROMOTER” or “THE DEVELOPER” or “THE CONFIRMING PARTY”	PHOTO	THUMB IMPRESSION
M/S. SHREE SAI ENTERPRISES a Partnership firm consisting of partners namely : [1]. SAJJUDEVI RAMPARASNATH KORI [2]. RAMPRASANTH SANTOKHI KORI		

{ 21 }

SIGNED AND DELIVERED BY THE WITHIN NAMED THE ALLOTTEE	PHOTO	THUMB IMPRESSION
[1] [2]		

:: PHOTOGRAPH OF PROPERTY ::

-:: ADDRESS OF THE PROPERTY ::-

District.: Valsad	“ SAI NIWAS”
Taluka. : Vapi	FLAT NO.....
Village : Chala	 FLOOR
REVENUE SURVEY NO. 3247 (OLD SURVEY NO. 453/ PAIKEE 1/ PLOT NO.175)	Chala in Vapi Municipal Limits

“THE LAND OWNERS “

[1]. SAJJUDEVI RAMPARASNATH KORI

[2]. RAMPRASANTH SANTOKHI KORI

SIGNED AND DELIVERED
BY THE WITHIN NAMED
“THE PROMOTER” or “THE DEVELOPER”
or **“THE CONFIRMING PARTY”**

M/S. SHREE SAI ENTERPRISES a Partnership firm
consisting of partners namely :

[1]. SAJJUDEVI RAMPARASNATH KORI

[2]. RAMPRASANTH SANTOKHI KORI

THE ALLOTTEE

[1]

[2]