

:: SALE DEED ::

:: RERA REGISTRATION NUMBER ::

THIS INDENTURE OF SALE DEED is made and entered into at. Umbergaon, Taluka. Umbergaon, District. Valsad, Gujarat State on this ____th day of..... 2019, **BETWEEN:**

FIRST PARTY

THE VENDOR:-

M/S APEX INFRATEC, [PERMANENT ACCOUNT NO. ABIFA7815Q], a Partnership firm registered under the provisions of Indian Partnership Act, 1932 and having its registered office at. 408, 4th Floor, Blue Rose, Industrial Estate, W.E.Highway, Borivali (East), Mumbai-400 066 represented through its authorized Partner namely- **MR. JAGDISH SALIAN**, age about: 55 years, occupation: Business, having its registered office at. 408, 4th Floor, Blue Rose, Industrial Estate, W.E.Highway, Borivali (East), Mumbai-400 066. hereinafter called as **"THE VENDOR"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deem to mean and include Partners from time to time, their executors, administrators and assignees).

SECOND PARTY

THE PURCHASER :-

1]_____ Aged about ____ years,
Occupation: - **Business/Service/Housewife**, **PAN No.** :
_____ **Having Address at**_____

(Hereinafter in this Sale Deed referred to as **"SECOND PARTY"** or **"the Purchaser"**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said **Purchaser**, their heirs, executors, administrators, agents, successors, legal representatives and assigns) of the Second part.

{ 2 }

The First Party and Second Party shall individually be referred to as Party and collectively as Parties.

WHEREAS:

The VENDOR herein is the absolute owner of and is sufficiently entitled to the piece or parcel of the Non Agricultural land bearing **PROMULGATED NEW SURVEY NO. 1154 [OLD REVENUE SURVEY NO. 62/A/PAIKEE 2]** admeasuring area about **4944.00 square meters**, situated within the Municipal limits of Umbergaon, Taluka. Umbergaon, District. Valsad, Gujarat State in the Registration of VALSAD and Sub-District Umbergaon hereinafter referred to as the said "Entire Project Land" in this Agreement for Sale and is more particularly described in the Schedule - I hereunder written.

AND WHEREAS, Originally the above said land was an agriculture land running in the name of Mohanlal Bhagwandas Mistry. The said Mohanlal Bhagwandas Mistry applied to District Development Officer of Valsad for converting the above said land from agriculture purpose to non agriculture purpose for industrial saw mill purpose, the said application was granted by the said authority vide their order No. D.P./N.A. REGD./213/85-86, dated 09.04.1986, on the basis of the above said order, a mutation entry No. 3798 was made in the Village Form No. 6 of Village : Umbergaon and the said entry was duly certified by the competent authority.

AND WHEREAS, a partition of above said land along with other land was made by Mohanlal Bhagwandas Mistry and as per the provision of the said partition, a land bearing survey No. **62/A/PAIKEE 2** admeasuring 4944.00 square meters land was parted in favour of Balkrishna Bhagwanbhai Mistry and a mutation entry No. 6078 was made in the Village Form No. 6 of Village : Umbergaon and the said entry was duly certified by the competent authority.

AND WHEREAS MR. DAXESH ISHWARBHAI BARI, purchased the above said land from Balkrushna Bhagwandas Mistry, by executing

{ 3 }

sale deed dated 07.04.2011, the said indenture of sale deed is duly registered in the office of the sub-registrar of the Umbergaon on **16.01.2012** vide serial No. **86** and on the basis of the said sale deed, a mutation entry No. **10516** was made in the Village form No. 6 of Village: Umbergaon and the said entry was duly certified by the competent authority.

ANDWHEREAS, DAXESH ISHWARBHAI BARI, applied to Deputy Collector, Pardi for revise N.A. permission for residential cum commercial use, the said application was granted by the said authority and have ordered to grant revise N.A. permission for residential cum commercial use vide their order No. LND/N.A./REGD.06/14/VASHI.1152/2014, dated 11.03.2015 and on the basis of the said order, a mutation entry No. 11270 was made in the Village Form No. 6 of Village : Umbergaon and the said entry was duly certified by the competent authority.

Thereafter, **M/S APEX INFRATEC**, a Partnership firm purchased the above said land from MR. DAXESH ISHWARBHAI BARI, by executing sale deed dated 27.09.2017, the said indenture of sale deed is duly registered in the office of the sub-registrar of the Umbergaon on **27.09.2017** vide serial No. **3364** and on the basis of the said sale deed, a mutation entry No. **11704** was made in the Village form No. 6 of Village: Umbergaon and the Vendor herein was held as the owner and occupier of the such land.

ANDWHEREAS DAXESH ISHWARBHAI BARI, have obtained necessary revised construction permission from Umbergaon Municipality, for carrying out necessary construction of residential cum commercial apartments on the above said land vide Javak No. BANDHKAM/ REGI-175, dated. 06.02.2019.

- (c)** The Vendor herein has floated a residential-cum-commercial project named **“APEX LAKEVIEW”**

{ 4 }

(hereinafter referred to as said "Project") on the said Entire Project Land which is being developed by the VENDOR.

- (d) The Vendor has given copy of the approved plans, Commencement Certificate issued by UMC, copies of Sale Deed in favour of Vendor, its Index No. 2, and Village 7-12 Forms, NA Permissions, Building Use Permission and all relevant title documents etc. to the Purchaser herein. The Purchaser have also verified the documents filed/uploaded by the Vendor with the Real Estate Regulatory Authority. The Purchaser have carefully inspected and studied the same, got them scrutinized and examined by their lawyers, and are fully satisfied about them. That the Purchaser are fully satisfied about the right, title and interest of the Vendor and its predecessors-in-title with respect to the said Project Land on which the said Project is constructed as well as development permissions and BU permission granted by competent authority. The Purchaser confirms that no further investigation is required in this regards and will never raise any objection in future.
- (i) In the Project **"APEX LAKEVIEW"** Building, Land admeasuring about **4944.00 square meters**, which is more particularly described in Schedule – II hereunder written, forming part of the said Project **"APEX LAKEVIEW"**, the **Vendor** and **Purchaser** had negotiated for the sale of shop/ flat / Apartment No., situated on ofBuilding and admeasuring **sq. feet** of carpet area being constructed on the Project **"APEX LAKEVIEW"** Building.

{ 5 }

hereinafter referred to as the **“said Property / Apartment”** in this Sale Deed and more particularly described in the Schedule - III hereunder written. The detail of the carpet area (as per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

Building	Apartment /Shop/Flat No.	Floor	Carpet Area (in sq. feet)	Balcony Area (in sq.feet)	Wash Area (in sq. feet)

- (i) The said Purchase Consideration is calculated on the basis of the Carpet Area of the said Property and includes proportionate price of the common areas and facilities of the said Project. The nature, extent and description of the common areas and facilities of said Project are more particularly described in the Schedule – IV hereunder written. The Purchaser is made aware that out of all the common areas and facilities mentioned in Schedule-IV of the said Project some of them may be completed with completion of each and remaining shall be completed and functional after completion of all s of the said Project and the Purchaser shall not raise any dispute in this regard in future.
- (k) THAT the **Purchaser** have paid the above stated price to the **Vendor** in the manner as stated hereunder:-

AMOUNT PAID TO VENDOR BY PURCHASERS

Sr No.	Amount in Rs.	Cheque No.	Date	Bank Details

Total Rs...../- (Rupees Only)

{ 6 }

NOW THIS INDENTURE WITNESSETH THAT in consideration of the payment of the said Purchase Consideration of Rs...../- (RUPEES ONLY) paid as mentioned above by Purchaser to the Vendor being the full consideration payable by the Purchaser for the said Flat/Shop/Apartment more particularly described in the Schedule-III hereunder written; the payment and receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit, release and discharge the Purchaser, the Vendor doth hereby convey, grant, transfer and assure unto the Purchaser ALL THAT said Property (more particularly described in the Schedule III hereunder written) TOGETHERWITH the right to use common areas and facilities of the Project (more particularly described in the Schedule IV hereunder written) appurtenant to the said Property proportionately with other owners of various units in the Project 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 or any part thereof to have and to hold the said Property hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances unto and to The Use And Benefit of the Purchaser for ever as full owners as members of the and subject to the rules, regulations and resolutions of the said and also subject to the terms and conditions stated in this Deed and in other agreements/ deeds made in respect of this Property.

The Purchaser is aware that, the entire land on which the said Project is constructed will be eventually held by the . The Purchaser is aware that the other units situated in the Project shall be transferred in future and agreements and Sale

{ 7 }

deeds/ Conveyance deed will be made in favor of such other buyers and hence, all the owners shall have undivided interest in the common facilities, areas and amenities and shall be entitled to use and enjoy them jointly.

The Purchaser hereby agree that he/she/it/they shall also be liable to pay to the Vendor, the Purchaser's share of stamp duty and registration fees payable for transfer of Project Land and/or -wise Land and/or title in common areas (as defined under the Act) in the Project. If the Purchaser fail to pay such amount, then the Vendor shall be entitled to deduct the proportionate amount from the Monthly Maintenance/ Maintenance Deposit paid by the Purchaser to the vendor. However the purchaser shall promptly pay monthly maintenance charges @ Rs...../- Per Month or proporsnately to the vendor as and when it becomes due and payable to the vendor.

That quiet, vacant and peaceful possession of the said Property described in Schedule-III is delivered by the Vendor herein to the Purchaser today and the Purchaser acknowledges the delivery of the said Property by the Purchaser in good and proper condition. The Purchaser have verified and are satisfied with the quality of construction, specifications, fixtures, fittings, Project amenities and facilities, etc. and they shall not raise any objections/claims in this respect in future. The Purchaser has also verified the physical condition of the said Property and is satisfied him self with the same. The Purchaser have completely satisfied itself with regards to the measurement of carpet area of the said Property and has no objections in this regard and shall not raise any dispute in future.

{ 8 }

AND the Vendor doth hereby for itself, its successors and assigns covenant with the Purchaser 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 Purchaser 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 property.

AND that the Purchaser, after obtaining possession of said Property from the Vendor in writing shall and may at all time hereafter peacefully and quietly enter upon, occupy, possess and enjoy the said Property and receive the rents and profits thereof and of every part there to and for his/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by 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.

It is further agreed by the vendor that after completion of sale of entire property of the project, the vendor shall execute a transfer deed pertaining to the above said land in favour of proposed society formed by the all buyers of the project and shall agree to perform all necessary acts, deeds and things which may be required from time to time.

{ 9 }

AND full and free right liberty and license for the Purchaser, his 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 from the Vendor in writing, 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 from time to time.

The Vendor covenants with the Purchaser that the said Property /Entire Project Land and construction or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said Property and that said Property is free from any encumbrances, mortgages, lien or charge of any nature whatsoever.

The Vendor hereby covenants to the Purchaser that, If within a period of five years from date of Building Use Permission, the Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation equal to cost to cure / rectify such

defect. Provided that the Vendor shall not be liable to rectify any defect or for payment of any compensation in the following cases:

If the cause of any such defect is not attributable to the Vendor or are beyond the control of the Vendor.

In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification.

Vendor shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or.

In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Purchaser and to honour such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/ warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/ building/ wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the Purchaser /, the Vendor shall not be responsible for any defects occurring due to the same or If the Purchaser has defaulted in any of its representations or warranties as mentioned in clause 7 of this agreement.

The individual Purchaser shall adhere to maintenance schedule as prescribed by the manufacturer/ Vendor.

The Purchaser is hereby informed not to use acid for cleaning bath, toilet, wc, kitchen, balcony etc. because usage of acid causes the joints too open /widen resulting in

seepage/ leakage. In future if there is any leakage/seepage of water/gutter-line due to usage of acid then the Purchaser / shall be responsible for carrying out such repair work in its Apartment or in the Apartment located on upper/lower floor at their own cost and expense.

The Purchaser shall not carry out any alterations of any nature in the said Apartment which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser /s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the Vendor then the defect liability automatically shall become void.

That the Purchaser has been made aware and he expressly agrees that the regular wear and tear of the unit/ building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which shall not be deemed to be structural/ workmanship defects. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Sale Deed.

That the Vendor has paid and shall pay all kinds of Municipal Area taxes, Cesses, Betterment charges and Revenue Taxes etc in respect of the said Property up to the date of receipt of

{ 12 }

BU permission. Irrespective of the date of booking or sale deed execution, the Purchaser shall be liable to proportionately pay such taxes, Property taxes, cesses, charges, etc for the period post BU permission date. The Purchaser shall also be liable to proportionately pay water charges, drainage charges, gas connection charges, internet connection charges or any other connection charges in respect of the said Property.

The Purchaser hereby undertakes and declare that they are legally entitled to buy the said Property under the prevailing laws and have taken necessary permissions for the purchase of the said Property and have paid the consideration for the said Property through legally permissible means. It will be the sole responsibility of the Purchaser to abide by the terms and conditions of any such permission. On account of breach of any law or rules by the Purchaser, if any fine or penalty or punishment is imposed by any government authority then the same shall be the liability of the Purchaser alone and the Purchaser hereby completely indemnify the Vendor in this regards for all times to come.

The terms and conditions of all other deeds like agreement for sale, application form, etc shall also be binding upon the Purchaser and his transferees.

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

The Purchaser irrevocably agree that they have purchased the said Property on the following terms and conditions and they covenant with the Vendor as stated hereunder:-

- (1) The Purchaser hereby agree that he/she/it/they shall also be liable to pay to the Vendor, the Purchaser's share of stamp duty and registration fees payable for transfer of title in common areas of the Project. If the Purchaser fail to pay such amount, then the Vendor shall be entitled to deduct the proportionate amount from the Maintenance Deposit paid by the Purchaser .
- (2) As per the provisions of the said Act, vide this sale deed undivided proportionate land, along with undivided proportionate right to use the common areas and facilities more particularly described in the Schedule IV hereunder written shall be transferred to the in such manner that as and when all units in the said Project are sold and sale deed for all units have been executed then the entire Project Land shall vest in the . The Purchaser herein shall be entitled to sell or transfer only the said Property and the undivided proportionate land shall always belong to the Purchaser.
- (3) The Purchaser shall observe and perform all the rules and regulations which the 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 Property 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the 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 outgoings.

{ 14 }

- (4) It is hereby agreed by the Purchaser that as owners of said Property in pursuance of this deed it shall deposit with the necessary maintenance Deposit as decided by the / Vendor from time to time. The Purchaser agree that subsequently it shall also pay such amount as may be decided by the said / Vendor for running or routine maintenance charges. Such charges may be collected by the/ Vendor in advance for a period of 12 months and the same shall be paid by the Purchaser without any dispute. It is hereby agreed by the Purchaser that the common monthly running maintenance charges shall be paid effectively from the date of receipt of Building Use Permission, irrespective of the time of booking of the said Property. The Purchaser shall bear and pay any applicable service tax or GST on such maintenance charges or deposit payments. Maintenance deposit & running maintenance amount shall be utilized by the said / Vendor towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the Project. The shall also be entitled to use/spend the corpus of the said maintenance deposit fund in case of necessity. The Purchaser shall also be required to pay additional amount in future as corpus fund or otherwise if the so decides to meet with such expenses. In case if the Purchaser fails or refuses to make the necessary payments to the said , the said shall be entitled to cut off the common services agreed to be given to the Purchaser and thereafter the Purchaser shall not be entitled to demand such services from the said and the Purchaser shall also be bound to pay interest at the rate

as prescribed by said per month in case of default or delay. The Purchaser shall not be entitled to use and demand any services and facilities from the if they have committed default in payment of maintenance charges.

- (5) The Purchaser 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 units in the Project or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes. The Purchaser agrees not to obstruct the common areas or passages of the Project or the ground floor margins of the said Project or the side margins of the said Project by erecting any kind of temporary or permanent structure or placing any kind of furniture or fixtures like cabinets, table, chairs or other such loose materials.
- (6) That the Purchaser shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its Property in the common passages, balconies, compound or any portion of the said Project. The Purchaser shall maintain the esthetics of the Project. The Purchaser shall carry out their work relating to installation of furniture and fit outs, maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the project and without causing any damage to the common areas of the building. The Purchaser shall not store in the 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 unit is situated or storing of which 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 Property is situated, including entrances of the building in which the Property is situated and in case any damage is caused to the said building or the Property on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach. The Purchaser shall abide by the rules and regulations as may be formed for the entire Project with regards to carrying out the interior work inside the said Property and shall also pay any deposit or charges as may be levied in this regards. If the Purchaser or its employees, agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Scheme then the Purchaser shall be liable to clear such dirt, rubbish, etc at its cost and in addition the Vendor / shall also be entitled to impose fine on the Purchaser or its employees, visitors, etc..

- (7) The Purchaser shall not use the said Property for non-residential purposes. The Vendor/ shall also be entitled to immediately stop the non-residential use even if such use has begun.
- (8) That the Purchaser shall maintain at its own costs the Property purchased by the Purchaser in the same good condition, state and order in which it will be delivered to the Purchaser and shall abide by all bye laws, rules and regulations of the government, the local authorities, and Electricity Power Company and any other authorities and the 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.

- (9) The Purchaser or their employees, agents, etc. shall not demolish or do any additions / alterations / modifications of any nature in the said Property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Property or the neighbouring premises or the Building 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. No modifications or changes shall be allowed in the elevation / façade of the project building or the colour scheme for all times to come. The Purchaser shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the . The Purchaser may carry out internal civil work (non-structural) with prior written consent of Vendor / and after obtaining prior written opinion of Structural Engineer of repute and also after obtaining prior permission of local authorities however the Purchaser 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.
- (11) The Purchaser 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 Building/Apartment. The Purchaser shall install the air conditioners / coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised.

- (12) That the Purchaser shall not put any Name Plates without the prior written permission of the Vendor /. The Vendor / will provide necessary dimensions and sizes for the Name Plates to be displayed at the entrance of the Apartment. The Purchaser shall be allowed to put its Name Plates on the entrance wall/door of their Apartment and shall also follow the instructions of the Vendor / regarding dimension and size of the Name Plates. The Purchaser shall never put or install any hoarding, or vinyl or signage or any drape inside the said Property which is visible from outside the building in any manner and the Purchaser shall not put or install anything on the façade of the building. Only the Vendor / are authorized to put up the Purchaser name along with all other members / occupiers of the Project at a designated place on the ground floor foyer of the building.
- (13) THAT the Purchaser shall keep insured its Property against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and the Purchaser with suitable insurance company, produce to 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.
- (14) That as per the rules of the local authority and norms of the Fire Department, a Fire Fighting System has been installed in the Project Building. The Purchaser hereby confirm that the responsibility for the maintenance, repair and proper up-keep of the said system shall be that of the members residing in the Project and any loss,

damage, injury, accident, death caused by a fire break out or due to functioning/ non functioning of the fire fighting system shall be the sole responsibility of the Purchaser and no demand/action/ claims whatsoever in respect of the same shall be made against the Vendor.

- (15) It will be the responsibility of the owners / Purchaser of the project to obtain a Periodic Inspection and Maintenance Certificate from the Fire Protection Consultant. Also it shall be the responsibility of the Owners / Purchaser to take renewals of Fire System licenses at their own cost from the competent authority. The Purchaser hereby confirm to abide with the statutory requirements in this regards.
- (16) That the Purchaser hereby are aware and unequivocally agree, consent and confirm that that the rights to use the terrace space on the top of the Project building is a restricted / limited facility and its use shall always be regulated by the . The Purchaser herein shall not have any right, title or interest in the said terraces of the building. The Purchaser herein agree that he shall not claim any right in the terrace areas.
- (17) That the Purchaser shall permit the Vendor /, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hour's notice (except in case of emergency) to enter in to and upon his/her/their Property and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water

pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Property or any other Property in the building in respect whereof the occupiers of such other Property as the case may be shall have committed default in paying its share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the property.

- (18) The Purchaser is aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in Apartment as well as from the neighboring and upper Apartment. Leaked water/moisture may appear on the walls of said Apartment and that may deteriorate the paint and plaster on the walls. Purchaser is aware that water being a substance in liquid state 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 and cannot be construed to be defects as mentioned in this deed. Purchaser agree that the Vendor shall not be liable for any damage in the Apartment due to leakage of water and its various other after effects. However, the Purchaser hereby undertakes to get repaired the toilets and wet areas at its own cost/expense in case the occupiers of lower apartment below the said Property complains of any water leakage in their roof.
- (19) The Lift facility in this building shall be used as per rules of the which is formed for the management of said building. It is to be economically used. The Purchaser as well as their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The lift is

{ 21 }

of a standard quality and necessary permissions are taken for its usage. But it is a machine and is not manufactured by the Vendor. Therefore during the use of the lift and even as a result of any negligence or otherwise, if anyone is injured or any damage occurs then the Vendor shall not become responsible for it and the Purchaser or their employees, heirs etc shall not demand/shall not be entitled to demand such damages/ compensation from the Vendor and Purchaser hereby gives assurance and consent in it. It shall be the responsibility of the Owners/ Purchaser of a building to ensure that the lifts are kept in good repair, such that its use is safe. It will be the responsibility of the owners / Purchaser of the project to follow the Maintenance Protocol as mentioned in the said regulations. Also it shall be the responsibility of the Owners / Purchaser to take renewals of Lift licenses at their own cost from the competent authority.

- (20) The Purchaser and their family members, staff, visitors, etc. shall not spoil or damage any part of the common Property or amenity. The Vendor /shall be entitled to impose fine on any person spoiling or damaging the common Property or rendering it unfit for public use and also recover the cost of repairs from the Purchaser.
- (21) The Vendor has provided vehicle parking spaces in the Project as per the provisions of the prevalent rules of local authorities. The Purchaser hereby are aware and unequivocally agree, consent and confirm that the Purchaser and their family members shall park their vehicles only in their allotted/ designated parking area and they shall not be entitled to park in visitor parking area or allotted parking area of any other member of

the Project. All parking areas in the Project (in hollow plinth, margins or basement) are on allotment basis and allotment rights are solely with the which shall be regulated by the in consultation with the Vendor. The Purchaser hereby agree to abide by the parking allotment arrangements made by the / Vendor and not to raise any dispute with regards to the same in the future. The Purchaser hereby declare that they have not paid any amount to the Vendor towards the allotment of parking slots. The Vendor /shall be entitled to take strict action against the Purchaser, including imposition of fine, if they don't follow the parking rules. The Purchaser are aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project.

(22) It is further agreed between the parties that If any dispute / difference of opinion arises, In such case the same shall be referred and resolved by provisions of Real Estate (Regulation and Development) Act 2016 (RERA) and the decision of the said authority shall be binding to the parties.

(23) Clause on Cancellation of Ultra vires as per Annexure A- 22

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 application 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 application law. As the case may be and the remaining provisions of this agreement shall

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

(24) It is further agreed by the purchaser that he/she shall become member of association/society as and when it form and the purchase shall give necessary consent, signature etc for becoming member of association/ society and necessary Proportionate expenditure shall be borne and paid by the purchaser along with other flat holders of the building. In future If Purchaser sell/ Transfer the above said flat in favour of proposed buyer, in such case the purchaser shall take prior written permeation of association/ society .

(25) It is further agreed by the vendor that all common area of the building shall be transferred in favour of association/ society and in such case the vendor shall not have any kind of rights in common area.

(26) For the said Property/Apartment Sale Agreement as per RERA Rules was made on dated with Serial Number.....

(27) The Purchaser hereby acknowledges that even after the has been formed with respect to the said Project, the Vendor shall be entitled to sell or in any other manner

transfer the un-sold apartment(s) in the said Project to any third party on such terms and conditions as it may deem fit and such Purchaser /transferee of un-sold apartment shall be entitled to become member of the and use all common areas and facilities in the Project at par with other Unit Purchaser / occupiers.

- (28) That if the Purchaser are found to have committed breach of any of the conditions then the Vendor and/or shall be entitled to specifically enforce the terms and conditions of this Sale Deed and/or agreement for sale After obtaining previous written permission of the / Vendor the Purchaser shall be entitled to transfer/sell, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of said Property or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said Property and such approval shall not be normally denied unless the Purchaser /occupiers have committed breach or default in compliance of the terms and conditions of this sale deed or any other agreements entered into with of the or its rules, resolution etc as the case may be and if the activities of the transferor or transferee are not suitable to the Building/The Purchaser shall take prior written permission from the Vendor /before giving the said Property or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the Purchaser to inform the concerned Police Station about the renting of the Property as per prevailing laws.
- (29) That the Purchaser and the persons to whom the said Property shall be subsequently transferred, assigned or given possession of with the permission of the 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 may require for safeguarding the interest of the said Property and its occupiers.

- (30) That the Purchaser and persons to whom the said Property shall be subsequently transferred, assigned, leased or given possession of shall observe, obey and perform the rules, regulations and resolutions, which may have been made by 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 local authorities of the government.
- (31) That if the Purchaser or its family members, guests or any person claiming under the Purchaser have damaged or caused to have damaged any of the common properties/ amenities/facilities of the said project or the Purchaser are found to have committed breach of any of the conditions without prejudice to the right of expulsion of the Purchaser from the occupation and membership of the said and forfeiture of its price and share, the said Vendor / shall have absolute right to compel the Purchaser to rectify the damages at its own cost and in default, shall have a right to cause it to be done through its agents and employees at the cost of Purchaser and transfer it in any manner they like for making good the losses, expenses etc suffered by Purchaser.

- (32) All the terms, conditions, stipulations and provisions of this sale deed have been agreed and understood by the Purchaser and the same shall be binding upon the heirs, assigns, transferee of the Purchaser and all other subsequent transferees and future owners and occupiers or tenants of the said Property.
- (33) The said Scheme shall always be known as **“APEX LAKEVIEW”** This name shall not be normally changed under any circumstances by the Purchaser and other unit holders.
- (34) THAT the expenses for Stamp Duty, Additional Stamp Duty, (if any) Registration fees, miscellaneous expenses, Lawyer's fees etc in respect of this sale deed shall be borne by the Purchaser alone. That the proportionate amount of Stamp duty and registration charges in respect of conveyance of project land and in respect of the common areas shall be borne by the Purchaser.
- (35) The Purchaser 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.

SCHEDULE – I
(Description of Entire Project Land)

All that piece or parcel of Non Agricultural land bearing **PROMULGATED NEW SURVEY NO. 1154 [OLD REVENUE SURVEY NO. 62/A/PAIKEE 2]** admeasuring area about **4944.00 square meters**, situated within the Municipal limits of Umbergaon, Taluka. Umbergaon, District. Valsad, Gujarat State and bounded as under:

On or towards

North :
South :
East :
West :

SCHEDULE – II

(DESCRIPTION OF PROJECT “APEX LAKEVIEW” BUILDING LAND)

All that piece or parcel of Non Agricultural land bearing **PROMULGATED NEW SURVEY NO. 1154 [OLD REVENUE SURVEY NO. 62/A/PAIKEE 2]** admeasuring area about **4944.00 square meters**, situated within the Municipal limits of Umbergaon, Taluka. Umbergaon, District. Valsad, Gujarat State in the Registration of VALSAD and Sub-District Umbergaon and bounded as under in the Registration of VALSAD and Sub-District Umbergaon.

SCHEDULE-III

(Description of said Property)

All that **Property** being **Shop / Flat/Apartment No.**, situated on**FLOOR** ofBuilding and **admeasuring** **sq.** feet of carpet area approximately being constructed on the Project “**APEX LAKEVIEW**” Building Land admeasuringsq. mtrs. forming part of the Entire Project Land bearing **PROMULGATED NEW SURVEY NO. 1154 [OLD REVENUE SURVEY NO. 62/A/PAIKEE 2]** admeasuring area about **4944.00 square meters**, situated within the Municipal limits of Umbergaon, Taluka. Umbergaon, District. Valsad, in the Registration of VALSAD and Sub-District Umbergaon.

The detail of the carpet area of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

Building	Apartment /Shop/Flat No.	Floor	Carpet Area (in sq. feet)	Balcony Area (in sq.feet)	Wash Area (in sq. feet)

The said Property is bounded as under:

On or towards

North :

South :

East :

West :

SCHEDULE IV

(Description of common areas and facilities in the Project)Internal Specifications

- (1) Earth Quake Resistant R.C.C. frame structure with brick wall.
- (2) Vitrified Tiles (2'0'' x 2'0'') Flooring In Hall, Bed room, kitchen, Common Passage and Balcony.
- (3) Bath and W.C. Glazed tiles dado, Flooring Ceramic tiles, with good quality bath fitting and sanitary ware.
- (4) Granite Stone Kitchen Platform with stainless steel Sink and colour glazed tiles dado up to lintel lvl.
- (5) Main Door Decorative Flush Door with wooden frame, Bathroom and Toilet Laminative P.V.C. door with Marble Frame.
- (6) Aluminum anodized coated sliding window with Marble sill and one shutter Mosquito net.
- (7) Concealed Copper wiring with standard I.S.I. Mark Electrical fitting with sufficient Light Point and T.V. Point.
- (8) Concealed Plumbing of standard quality I.S.I. Mark U.P.V.C & C.P.V.C. pipe with branded Fittings.
- (9) Apex Paints External side and Acrylic Distemper paints internal side & wooden door oil paints of Reputed Brand.
- (10) G.I. Powder coated shutter in all shop with oil paint.
- (11) Club House with Community Hall.
- (12) Gymnasium.
- (13) Indoor Games.
- (14) Jogging Track.
- (15) Children's Garden.
- (16) Senior Citizen Garden.

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this **day of** **2019** at Umbergoan.

SIGNED AND DELIVERED
BY THE WITHIN NAMED
“VENDOR”
M/S APEX INFRATEC

Mr. JAGDISH SALIAN
(Authorized Partner)

WITNESSES BY:

{ 29 }

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

[illegible]

:: PHOTOGRAPH OF PROPERTY ::

ADDRESS OF THE PROPERTY

District.: Valsad	“APEX LAKEVIEW”
Taluka. : Umbergaon.	FLAT NO.....
Village : Umbergaon.	 FLOOR
R. S. No.:	Umbergaon.IN Umbergaon. MUNICIPLAL LIMITS,

THE VENDOR
M/S APEX INFRATEC

Mr. JAGDISH SALIAN
(Authorized Partner)

THE PURCHASER

TFZLB.

5/2/X Q8

$\mathbb{G}_m^{\times 2} \times \mathbb{A}^1 \times \mathbb{A}^1$ (GL₂ × GL₂ × GL₂ × GL₂)
 $\mathbb{A}^1 \times \mathbb{A}^1$

M/S APEX INFRATEC

MR. JAGDISH SALIAN

(Authorized Partner)

$\mathcal{V}^{\mathcal{P}}\mathcal{G} \mathcal{P}$	$5 \cdot\mathcal{G}$	$\mathcal{H}\mathcal{F}\mathcal{A},\mathcal{G}\mathcal{F}\mathcal{S}/$ $\mathcal{G}\mathcal{F}f$
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$$, BL \ V\mathbb{F}_5\mathbb{GF}\mathbb{Z}_4 : \mathcal{D} \mathcal{I} \ V\mathbb{F}_5\mathbb{GF}\mathbb{Z} \ \mathcal{S} / \mathcal{I} / \mathcal{V}\mathcal{M}\mathbb{GF} \ \mathcal{S} / \mathcal{P}\mathcal{D} / \mathcal{P} \ \mathbb{G} / \mathcal{S} / \mathcal{K} \ \mathcal{I}\mathbb{F}\mathbb{GF} \\ 5 | \alpha \mathbb{G}\mathcal{M}$$

1P	./BDF\ N\XF"jff D/H\A <u>Umbergaon</u> , UFDGL H/GM SURVEY NO. 1154 [OLD REVENUE SURVEY NO. 74/3] ALGB/NLGL DLSDTF VFJ/, V/5/LF 5/Z/o.F.h SMd5, /F GFDGF AL\UDF VFJ/, Flat No..... <u>SALE DEED</u> , /B SZL VF5/, K/P
2P	./BDF\ N\XF"jff D/H\AP_....._RMPDLP DFs/, /B SZL VF5/, K/P
#P	./BDF\ N\XF"jff D/H\AGL 1GUT/ VJ/HGL ZSD D/, K/P
\$P	./BDF\ N\XF"J/, 1GUTM JF\RL, JRFJLG/ :DHL 1JRFZLG/ TD/ 5MT/ HFT/ H :GLq V\U/, FGGL KF5 SZ/, K/ J/ TD/ SA/ ZFBMKMm
5P	5FJZ VMÖ V/8GL" VF5GFZ N:JFJ/HGL JFZLB/ GFJK/Pm
&P	5FJZ VMÖ V/8GL"GF, ./BDF\ 5FJZ VMÖ V/8GL" VF5GFZ jJST q VMV/ :GLq V\U/, FG/\GXFGL SZ/, K/Pm
*P	5FJZ VMÖ V/8GL"GM, /B N:JFJ/HGL JFZLB/ VD, DFLK/Pm
(P	VM/BF6 VF5JF :F~ TDG/ VM/BTF GMJ J/JLjJSTVM:Fy/, FjJFKMm

$$\overline{VM/BF_6} \cdot \overline{VF_5GFZG/[5]K} \cdot \overline{FFGF_5} \cdot \overline{GM}.$$

$!P$	$\mathcal{N}:\mathcal{T}\mathcal{F}\mathcal{I}/\mathcal{H}, \mathcal{B}\mathcal{L} \quad \mathcal{V}\mathcal{F}_5\mathcal{G}\mathcal{F}\mathcal{Z} \quad j\mathcal{I}\mathcal{S}\mathcal{T} \quad q \quad \mathcal{V}\mathcal{M} \quad \mathcal{S}/$ $\mathcal{H}/\mathcal{V}\mathcal{M}/\mathcal{V}/\mathcal{S}\mathcal{A}/, \mathcal{F}\mathcal{T}\mathcal{V}\mathcal{F}_5\mathcal{L} \quad \mathcal{I}/\mathcal{V}\mathcal{M}\mathcal{G}/\mathcal{T}\mathcal{D}/\mathcal{H}\mathcal{F}\mathcal{I}/$ $\mathcal{V}\mathcal{M}/\mathcal{B}\mathcal{M}\mathcal{K}\mathcal{M}_m$	
$\mathcal{Z}P$	$\mathcal{N}:\mathcal{T}\mathcal{F}\mathcal{I}/\mathcal{H}\mathcal{D}\mathcal{F}\backslash, \mathcal{B}/, \mathcal{G}\mathcal{F}\mathcal{D} \quad \mathcal{V}\mathcal{G}/\mathcal{S}\mathcal{A}/, \mathcal{F}\mathcal{T}\mathcal{V}\mathcal{F}_5\mathcal{G}\mathcal{F}\mathcal{Z}$ $j\mathcal{I}\mathcal{S}\mathcal{T}\mathcal{V}\mathcal{M}\mathcal{V}/\mathcal{S}\mathcal{H}\mathcal{K}_/[P$	
$\#$	$\mathcal{S}\mathcal{M} \quad j\mathcal{I}\mathcal{S}\mathcal{T}\mathcal{V}/\mathcal{B}\mathcal{M}_s/\mathcal{G}\mathcal{F}\mathcal{D} \quad \mathcal{W}\mathcal{F}\mathcal{Z}_6 \quad \mathcal{S}\mathcal{Z}\mathcal{L}\mathcal{G}/$ $\mathcal{S}\mathcal{A}/, \mathcal{F}\mathcal{T}\mathcal{V}\mathcal{F}_5\mathcal{L} \quad \mathcal{G}\mathcal{Y}\mathcal{L} \quad \mathcal{V}/\mathcal{I}\mathcal{L} \quad \mathcal{T}\mathcal{D}/\mathcal{B}\mathcal{F}\mathcal{T}\mathcal{Z}\mathcal{L} \quad \mathcal{V}\mathcal{F}_5\mathcal{M}$ $\mathcal{K}\mathcal{M}_m$	

