

:: SALE DEED OF Rs. _____/- ::

RERA REG. NO. _____

THIS INDENTURE OF SALE DEED is made and entered into at DUNGRA, Tal. VAPI, Dist.: Valsad on this _____ **BY AND BETWEEN :-**

M/S. S-8 DEVELOPERS, a partnership firm represented by its authorized partner **Mr. JETHALAL KHIYASHI BHANUSHALI** having its office at : New S.No.2674, Opp.Hariya Park Gate, Vapi-Silvassa Road, Dungra, Vapi, Tal.Vapi, Dist.Valsad (hereinafter called as **"THE PROMOTER"**, which expression shall unless it be repugnant to the context or meaning thereof shall be mean and include their legal heirs, executors, administrators and assignees of the **"ONE PART"**).

A N D

Mr/Mrs. age years, Service by Occupation, Residing at : Tal. Vapi, Dist. Valsad, (hereinafter called as **"THE PURCHASER"**, which expression shall unless it be repugnant to the context or meaning shall be deemed to mean and include his/her/their legal heirs, executors, administrators and assignees of the **" SECOND PART "**).

WHEREAS the agricultural land bearing **New Survey No.: 2674** was running in the name of (1) NIKESH HIRJIBHAI BALAR & (2) ASHWINBHAI KALIDASBHAI PATEL. And they have decided to agricultural land convert into non agricultural land and application to the Collector office Valsad and they giving necessary permission CB/NA/Reg.11/2011-12/VASI-1918-1927/2012 DATED 19/06/2012. The necessary Mutation Entry No. 7819 was carried out in the revenue record and the same was certified by the competent authority.

AND WHEREAS the SAKAR DEVELOPERS A PARTNERSHIP FIRM ITS PARTNERS 1) KEVIN BHAGWANJI GHETIYA, 2) NILESHBHAI NATHABHAI BARIYA, has purchased the Non Agricultural Land bearing Survey No.: New Survey No.:2674 admeasuring 4047.00 sq. meter form its owner (1) NIKESH HIRJIBHAI BALAR & (2) ASHWINBHAI KALIDASBHAI PATEL. By a registered sale deed. The said sale deed have been registered with the Sub Registrar of Pardi vide Serial No. 2944 dated 17-04-2013. And Thus SAKAR DEVELOPERS A PARTNERSHIP FIRM ITS PARTNERS 1) KEVIN BHAGWANJI GHETIYA, 2)

NILESHBHAI NATHABHAI BARIYA become the owner of the said land. The necessary Mutation Entry No. 7879 was carried out in the revenue record and the same was certified by the competent authority.

AND WHEREAS the Promoter has purchased the Non Agricultural Land bearing Survey No.: New Survey No.:2674 admeasuring 4047.00 sq. meter from its owner SAKAR DEVELOPERS A PARTNERSHIP FIRM ITS PARTNERS 1) KEVIN BHAGWANJI GHETIYA, 2) NILESHBHAI NATHABHAI BARIYA. By a registered sale deed. The said sale deed have been registered with the Sub Registrar of Vapi vide Serial No. 5413 dated 27-08-2020. And Thus the promoter become the owner of the said land. The necessary Mutation Entry No. 10130 was carried out in the revenue record and the same was certified by the competent authority.

WHEREAS the agricultural land bearing **New Survey No.: 2676** was running in the name of SAKAR DEVELOPERS A PARTNERSHIP FIRM ITS PARTNERS 1) KEVIN BHAGWANJI GHETIYA, 2) NILESHBHAI NATHABHAI BARIYA. And they have decided to agricultural land convert into non agricultural land and application to the Collector office Valsad and they giving necessary permission CB/NA/Reg.55/2013-14/VASI-1001-09/14 DATED 03/03/2014. The necessary Mutation Entry No. 8258 was carried out in the revenue record and the same was certified by the competent authority.

AND WHEREAS the Promoter has purchased the Non Agricultural Land bearing Survey No.: New Survey No.:2676 admeasuring 4047.00 sq. meter from its owner SAKAR DEVELOPERS A PARTNERSHIP FIRM its PARTNERS 1) KEVIN BHAGWANJI GHETIYA, 2) NILESHBHAI NATHABHAI BARIYA. By a registered sale deed. The said sale deed have been registered with the Sub Registrar of Vapi vide Serial No. 5413 dated 27-08-2020. And Thus the promoter become the owner of the said land. The necessary Mutation Entry No. 10130 was carried out in the revenue record and the same was certified by the competent authority.

AND WHEREAS the Promoter is an absult owner of non agricultural land bearing New Survey No. 2674 & 2676 total admeasuring about 8094.00 Sq Mtr. And thereafter the Promoter have decided to construct RCC type building for that they have made and application to the Dugra Nagar Palika for obtain necessary construction permission and Dungra Nagar Palika has given a revised construction permission vide CASE NO. 1776929, RAJACHITTHI NO.

VAADA/02-08-2021/1776929/01/000715/ODPS/236/21-22 dated 24-09-2021 and , **Promoter are carried out 03 building namely E,F & G Admeasuring 3237.00 Sq.Mtrs which is 40% of Total Land area** as per approved lay out construction plan of the building.

And according to the said construction permission the Vendor has started the construction of multistoried Type residential buildings upon the said 8094.00 Sq. Mtr. land bearing **N. A. NEW S.NO. 2674 & 2676** and the said projects is known as **“SUN SIGNATURE-2”**.

AND WHEREAS the said project has been registered under the provisions of the Act with the Real Estate Regulatory Authority at Valsad vide Reg. No. _____ dtd. _____.

ANDWHEREAS the purchaser pursue all deeds, documents, papers and writings pertaining to the title of above said land and necessary construction plans and necessary title deeds of above said land and acquainted herself with the title of the said land and project thereof.

ANDWHEREAS, the purchaser has agreed to purchase the **FLAT NO.....**, totally admeasuring ----- square meters situated on _____ of the building known as **“SUN SIGNATURE-2”**. constructed on the N. A. land bearing **N. A. NEW S.NO. 2674 & 2676** totally admeasuring **8094.00 square meters** Promoter are carried out **03 building namely E,F & G Admeasuring 3237.00 Sq.Mtrs which is 40% of Total Land area** situated within the limits of Dunga, Taluka: Vapi, District: Valsad, State. Gujarat, India. (hereinafter called as **"THE SAID FLAT"**).

The Vendor hereby execute this sale deed in favour of purchaser in respect of the said flat in free simple and the hereditements there of free from all in encumbrance. The market value of the above said flat is considered _____ to the VENDOR on or before the execution of these presents in following manner in respect of the said property.

<u>:: DETAILS OF THE PAYMENT::</u>
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BANK'S NAME	CH. NO.	DATE	AMOUNT RS.

The vendor hereby acknowledges the above said cheques and passes separate receipt thereto. The Vendor doth forever acquit, release and discharge the purchaser, the Vendor doth hereby grant, assign, release, convey and assure unto the purchaser forever in respect of above said flat.

The parties herein are satisfied and have faithfully abided by all the terms and conditions contained the said agreement for sale executed between the parties and according to all applicable laws are now willing to execute this Sale Deed in respect of the said apartment of the said building in the said project constructed on the said project land and the possession of the said Apartment is handed over to the Allottee today and by virtue of this sale deed the Allottee has become the lawful owner of the said Apartment.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the above said amount of **Rs.**

_____-/- (Rupees _____ Only)

received by the Promoters from the Allottee on or before the execution of these presents paid by the Allottee to the Promoters. The Promoters doth hereby admit and acknowledge thereof and do hereby acquit, release and forever discharge the Allottee (after realization of Cheques) that the Promoters do hereby grant, convey, assign, release, transfer & assure unto the Allottee all the rights, title and interest, claim, permission and demands of the Promoters in the said piece and parcel of the said Apartment together with all the advantages and appurtenances whatsoever to the said Apartment or any part thereof belonging or in anywise appertaining thereto or with the same or any part thereof nor or at any time hereafter usually held, used, occupied or enjoyed or be appurtenant thereto and all the estate, right, title, interest, use, inheritance, property, possession, benefit, claim & demand whatsoever at law in equity of the Promoters into or upon the said Apartment hereby granted, released, conveyed and assured or intended or expressed so to

be unto and to the use of the Allottee forever absolutely subject to the payment of all rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Government of India or any other public body or Panchayat and other authorities in respect thereof.

The Promoters do hereby covenant with the Allottee that notwithstanding any act, deed, matter or thing whatsoever by the Promoters or by any other person or persons lawfully or equitably claiming by, from through, under or in trust for them made, done, committed or knowingly suffered to the contrary the Promoters now has in itself good right, full power and absolute authority to grant, release, convey, assign, transfer and assure the said Apartment unto and to the use of the Allottee in the manner aforesaid and that it shall be lawful for the Allottee from time to time and at all time hereafter peaceably and quietly to hold, occupy, possess and enjoy the said Apartment hereby granted, conveyed, assigned, released, transferred and assured or expressed to be for its own use without any suit, lawful eviction, interruption, claim & demand whatsoever from, under or in trust for them that free and clean and freely and clearly and forever discharged or otherwise by the Promoters and well and sufficiently saved, defended, kept harmless and indemnified of or from and against all former and other estate, title, charges and encumbrances whatsoever either already or of be hereafter made, executed, occasioned or suffered by the Promoters or by any other persons lawfully or equitably claiming, from, under or in trust for them or any of them and further that the Promoters and all other person lawfully or equitably claiming any estate, right, title, interest, property, claim and demand at law or in equity in the Apartment hereby granted or any part thereof by, from, under or in trust for the Promoters shall or will from time to time and at all time hereafter at the request and costs of the Allottee do and execute or cause to be done and executed all such further and more perfectly and absolutely granting and assuring the said Apartment and every part thereof hereby granted into & to the use of the Allottee in the manner aforesaid shall or may be reasonably required by the Allottee or his counsels at law.

AND the Promoters do hereby covenant with the Allottee that the Promoters have handed over the vacant and peaceful possession of the said Apartment, more particularly described in the third schedule hereunder written and the Allottee doth hereby acknowledge the receipt of possession of the said Apartment.

If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent

with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Agreement.

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **19425.60 square meters**.

The Promoters shall have no right or claim over the future F.S.I Additional FSI and Terrace rights after building use permission has been obtained such rights if any will be enclosed by the society of the buyers.

The Promoters shall have no right in the future F.S.I with respect to the said project after execution of this Sale Deed.

THE promoters here by declares that the undivided proportionate share of the common area of the property is belongs to the society and which is administration by society only.

In future any dispute arises with respect to the said apartment, or the said project or this Sale Deed, the same shall be settled under the RERA Dispute Resolution.

THE PURCHASERS COVENANT WITH THE VENDOR AS FOLLOWS :

- 1}. The Purchaser shall have no claim and except in respect of the said flat hereby acquired.
- 2}. The purchaser shall not store any goods of hazardous of combustible nature in the said flat.
- 3}. **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 **RERA Authority** as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 4}. The Vendor or any person nominated by the Vendor or the persons to whom the rights and benefits granted under the claims herein before mentioned area assigned shall have absolute right to make additions, alterations, raise storey or put up additional structured as may be permitted by competent authority such additions, alterations, structure

and storied will be sole property of the Vendor or his nominees as the case may be will to entitled to dispose of the same in anyway he choose.

- 5}. The purchasers shall maintain at their own the property in good condition state and order in which it is delivered to them and regulations of the Government, and any other authorities and local bodies and shall attend answer and be responsible for all actions, violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions constrained in this deed.
- 6}. The purchasers hereby covenants to keep the flat walls and partitions sewers, drains pipes and appurtenance to the said flat in good tenable repair condition and also to protect the part of the building other then the said flat.

(7) The said building is always known as **“SUN SIGNATURE-2”** and the purchaser or anybody else has no right to change the said name in future.

(8) The purchaser shall not keep any material in the common places such as landings, staircases, the open terrace, the vacant places of the said plot and the passage leading to the building from the road.

(9) The Purchaser shall be satisfied himself / herself / themselves about the approvals/design of the said building and also about the specifications and amenities to be provided therein.

(10) The purchaser shall not be entitled to claim partition of his share in the said property and / or said building and shall always remain undivided and impartial.

(11) The purchaser is fully satisfied with the maintenance of the said building done till date by the Vendor/Confirming and now onwards all the liabilities of the maintenance of the said building will be of the Purchaser with other flat/shop/office holders.

(12) The purchaser shall not at any time or cause or permit to do any nuisance or annoyance in or upon the premises or any things which shall cause unnecessary, annoyance in conveyances, hindrance or disturbance to the properties in the neighborhood.

(13) The Purchaser shall be bound to become member of the society or association constituted by the Flat/Shop/Office holders and he/she/they should obey all rules and regulations of the society /association as well as all the rules of Municipality from time to time.

(14) The purchaser shall not do any type of work in the balconies of the said flat which change the front elevation of the building and he/she/they shall also restricted to put or fix any box type grill or chhajja or any shed in the balconies of the said flat. The design of the grills provided to the balconies as well as to the windows of apartments shall not be replaced with any other design so as to maintain uniformity in the appearance of the building.

(15) And it is also agreed between the said parties that the purchaser shall not bring any wire of any disc antenna or wire of internet or any other wire from the front side of the building but he shall bring all the wires from the duct of the said building only.

(16) The purchaser shall never stop or object for paying monthly maintenance in the building in any manner and if he/she will suppose to do then the society/association have right to disconnect the defaulter's common amenities provided by the building.

(17) The expenses for executing this sale deed is borne and paid by the Purchaser and in future any deficit, stamp duty that may come for this Deed of Sale, the same shall be borne and paid by the purchaser.

(18) The Purchaser shall bear necessary bills for electricity and other lawful taxes of the said Flat from today onwards.

(19) All the Government Taxes, Water Taxes, Service Tax, GST, Maintenance and other revenue till the date of the possession is paid by the Vendor and now onwards all the Government Taxes, Maintenance and revenues etc. will be paid by the Purchaser as a owner of the said property.

(20) SEVERABILITY

If any provision of this Agreement shall be determined to be void or

unenforceable under the Act or 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 conform to Act or the 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.

(21)THE AGREEMENT FOR SALE IS MADE ON DATED

(22) The Allotment latter is made on dated

SCHEDULE – “ A ”

Description of the Property
(as above referred)

All that piece and parcels of the under mentioned property bearing

Flat No.	Floor	Area	Balcony
		Carpet	
		Sq. Mtr.	Sq. Mtr.

in the said project known as **“SUN SIGNATURE-2”** constructed on **8094.00 Sq. Mtr. Land square meters Promoter are carried out 03 building namely E,F & G Admeasuring 3237.00 Sq.Mtrs which is 40% of Total Land area N.A. NEW S.NO. 2674 & 2676** Situated at : Vapi , Vapi Municipality Limit, Tal. Vapi, Dist. Valsad with all rights of easement attached thereto and the **undivided** proportionate share of the purchaser in the plot **property is 10.00 Sq. Mtr.**

The four side of the said Flat/Shop is as under :-

On or towards East :-

On or towards West:-

On or towards North :-

On or towards South :-

FLAT PHOTO

DISCRIPTION OF PROPERTY:

FLAT NO _____ Asmeasuring is ____ Sq. Mtr. **“SUN SIGNATURE-2”**
building namely constructed on **3237.00 Sq.Mtrs which is 40% of Total**
Land area NEW S.NO. **2674 & 2676** Situated at : DUNGRA , DUNGRA
Municipality Limit, Tal. VAPI, Dist. Valsad.

IN WITNESS WHEREOF the parties hereto set their respective hands seals on the
day and year herein above written.

THE VENDOR :-

M/S. S-8 DEVELOPERS, a partnership firm
its authorized partner
Mr. JETHALAL KHIYASHI BHANUSHALI

THE PURCHASER

Mr/Mrs.

Signature of Witness :

1_____

2_____