

:: RERA REGISTRATION NUMBER ::

:: SALE DEED ::

THIS INDENTURE OF SALE DEED is made and entered into at. Chala, Taluka. vapi, District. Valsad, Gujarat State on this ____th day of..... 2020, **BETWEEN:**

M/S SHIVSHAMBHU DEVCELOPERS, a Partnership firm registered under the provisions of Indian Partnership Act, 1932 and having its registered office at. Chala, Ta. Vapi, Dist. Valsad and consisting of Partners namely: **[1] NAJUBHAI BADARUBHAI WALA**, Indian inhabitant, age about: 55, years, occupation: agriculturist & business, residing at. A-104, Radhekrishna Aparment, Chharwada Road, Vapi, Taluka. Vapi, District. Valsad, **[2] JITENDRA JERAMBHAI ZINZALA**, Indian inhabitant, age about: 49 years, occupation: agriculturist & business, residing at. Flat No. H-105/106, Raj Residency, Near Patel Samaj ni Wadi, Balitha, Vapi, Taluka. Vapi, District. Valsad **[3] BIPINBHAI BACHUBHAI KATARIYA** Indian inhabitant, age about: 44 years, occupation: agriculturist & business, residing at. Flat No. F-702, Raj Residency, Near Patel Samaj ni Wadi, Balitha, Vapi, Taluka. Vapi, District. Valsad **[4] MANOJ LALJIBHAI PATEL** Indian inhabitant, age about: 43 years, occupation: agriculturist & business, residing at. 38, Anandnagar, Chharwada Road, Vapi, Taluka. Vapi, District. Valsad, 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, successors and assignees).

A N D

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.

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 **PLOT NO. A**, admeasuring **3096.00 square meters** consisting of **NEW SURVEY NO. 3480 [OLD SURVEY NO. 128/4/1]** situated at. Village : Chala within the Municipal Limits of Vapi, Taluka: Vapi, District Valsad, Gujarat State in the Registration of VALSAD and Sub-District Vapi 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 Shri Vishnubhai Babubhai Patel. The said Shri Vishnubhai Babubhai Patel 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. CB/NA/REGD.33/2011-12/VASHI 3155 to 3162/2012 dated : 31/08/2012.

AND WHEREAS M/S SHIV SHAMBHU DEVELOPERS, a Partnership firm purchased the above said land from Shri Vishnubhai Babubhai Patel, by executing sale deed dated 11.02.2013, the said indenture of sale deed is duly registered in the office of the sub-registrar of the Pardi on **14.02.2013** vide serial No. **1387** and on the basis of the said sale deed, a

mutation entry No. **12002** was made in the Village form No. 6 of Village: Chala and the said entry was duly certified by the competent authority.

ANDWHEREAS, M/S SHIV SHAMBHU DEVELOPERS, applied to Vapi Nagar Palika, Chief Officer 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. TP/REGD.2/VASHI.17/2019-20/967, Dated: 08.04.2019 and on the basis of the said order, a mutation entry No. 12820 was made in the Village Form No. 6 of Village : Chala and the said entry was duly certified by the competent authority.

ANDWHEREAS M/S SHIV SHAMBHU DEVELOPERS, have obtained necessary revised construction permission from Vapi Municipality, for carrying out necessary construction of residential cum commercial apartments on the above said land vide Javak No. TP/REGD.2/VASHI.17/2019-20/967, Dated: 08.04.2019.

- (c) The Vendor herein has floated a residential-cum-commercial project named “ **SUNRISE HILLS**” (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 “ **SUNRISE HILLS**” Building, Land admeasuring about **3096.00 square meters**, which is more particularly described in Schedule – II hereunder written, forming part of the said Project “ **SUNRISE HILLS**”, 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 “ **SUNRISE HILLS**” Building. 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)

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>			
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 **3096.00 sq. mtrs.**

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____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 “ **SUNRISE HILLS**” 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 letter 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
		Carpent	
		Sq. Mtr.	Sq. Mtr.

in the said project known as “ **SUNRISE HILLS**” constructed on 3096.00 Sq. Mtr. land N.A. NEW S.NO. **3480** Situated at : chala , 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. “ **SUNRISE HILLS**”
 constructed on 3096.00 Sq. Mtr. land NEW S.NO. **3480** Situated at :
 chala , VAPI Municipality Limit, Tal. VAPI, Dist. Valsad.

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed
 their respective hands hereunder on this **day of**, **2020** at
 Vapi.

SIGNED AND DELIVERED

BY THE WITHIN NAMED

“THE VENDOR”

M/S SHIV SHAMBHU DEVELOPERS

consisting of Partners namely:

[1] NAJUBHAI BADARUBHAI WALA

[2] JITENDRA JERAMBHAI ZINZALA

[3] BIPINBHAI BACHUBHAI KATARIYA

[4] MANOJ LALJIBHAI PATEL

WITNESSES BY:

SCHEDULE

UNDER THE PROVISIONS OF SECTION 32(A) OF

REGISTRATION ACT

"THE VENDOR"	PHOTO	THUMB IMPRESSION
M/S SHIV SHAMBHU DEVELOPERS consisting of Partners namely: [1] NAJUBHAI BADARUBHAI WALA		

[2] JITENDRA JERAMBHAI ZINZALA [3] BIPINBHAI BACHUBHAI KATARIYA [4] MANOJ LALJIBHAI PATEL		
"THE PURCHASER"	PHOTO	THUMB IMPRESSION

:: PHOTOGRAPH OF PROPERTY ::**ADDRESS OF THE PROPERTY**

District.: Valsad	“ SUNRISE HILLS”
Taluka. : Vapi.	FLAT NO.....
Village : Chala.	 FLOOR
NEW SURVEY NO. 3480 [OLD SURVEY NO. 128/4/1]	Chala,Vapi Municiplal Limits,

"THE VENDOR"

M/S SHIV SHAMBHU DEVELOPERS

consisting of Partners namely:

[1] NAJUBHAI BADARUBHAI WALA

[2] JITENDRA JERAMBHAI ZINZALA

[3] BIPINBHAI BACHUBHAI KATARIYA

[4] MANOJ LALJIBHAI PATEL

THE PURCHASER
