

RERA REGISTRATION NO. \_\_\_\_\_

CONSIDERATION AMOUNT RS. ..../-  
IN WORDS RUPEES ..... ONLY.

SALE DEED OF IMMOVEABLE PROPERTY

THIS INDENTURE made at Valsad this \_\_\_<sup>th</sup> day of \_\_\_\_\_ the Christian  
Year Two Thousand Nineteen.

BY

**SAHAJ HOMES LLP**, a Limited Liability Partnership Firm constituted  
under the provision of the Limited Liability Partnership Firm Act, 2008  
having its' Office at 201, Second Floor, Signature Complex, Above  
Yes Bank, Dharampur Road, Valsad, Tal. & Dist. Valsad through its  
partner **MR. BIPINCHANDRA BAVABHAI PATEL**, aged about 51  
years, occupation agriculturist and business, Residing at : "Pramukh  
Prasad", N.H.No. 8, Dungri, Tal. Dist. Valsad, hereinafter referred to  
as "**The Vendor**" (which expression shall unless it be repugnant to the  
context or meaning thereof be deemed to mean and include its  
successor, successors or permitted assigns) of the **FIRST PART**;

IN FAVOUR OF,

**MISS/MRS/MR. ....**aged about ..... years,  
Occupation ..... residing at  
..... (PAN NO.  
.....)  
.....) and **MISS/MRS/MR.**  
.....aged about ..... years, Occupation  
..... residing at .....  
(PAN NO. ....) hereinafter, singularly and collectively,  
referred to as "**the Purchaser**" (which expression shall unless it be  
repugnant to the context or meaning thereof be deemed to mean and

include its successor or successors or permitted assigns) of the  
**SECOND PART.**

**WHEREAS**

1. The Vendor is now seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of is the sole owner and the holder of the N.A. land bearing Block/Survey No. 1287 (Old Block/Survey No. 1/16/A) admeasuring about 03 Hec. 09 Are. 42 Sq. Mtrs. + 00 Hec. 14 Are. 16 Sq. Mtrs. = 03 Hec. 23 Are. 58 Sq.Mtrs. situated within the limits of Village Abrama, Tal. & Dist. Valsad, which is more particularly described under the schedule-I below.
2. The Vendor has floated in the project known as **"PRAMUKH SOLITAIRE"** in the N.A. land bearing Block/Survey No. 1287 (Old Block/Survey No. 1/16/A) admeasuring about 03 Hec. 09 Are. 42 Sq. Mtrs. + 00 Hec. 14 Are. 16 Sq. Mtrs. = 03 Hec. 23 Are. 58 Sq.Mtrs. situated within the limits of Village Abrama, Tal. & Dist. Valsad, which is more particularly described under the schedule-I below.
3. The Vendor is entitled to develop the land, which is more particularly described under the schedule-I by constructing Residential Building/s and other structures thereon in accordance with plans sanctioned by Valsad Nagar Palika.
4. As a part of the Scheme of Development of the Property, The Vendor initially developed a residential project known as "PRAMUKH SOLITAIRE", which is consisting of the building/s known as "BUILDING-A-1" to "BUILDING-D-6" (hereinafter referred to as "the Building/s") which is/are more particularly described in the **Schedule-II** (hereinafter referred to as "the Scheme of Development of the Property"); hereunder written and demarcated on a plan hereto annexed as **Annexure "A"**;

5. Valsad Nagar Palika, Valsad has issued construction permission No. 1068 dated 27.02.2019 bearing out ward No. 11 with regard to the land, which is/are more particularly described in the **Schedule-II** and the purchaser has verified the same. a copy whereof is hereto annexed and marked **Annexure "B"**;
6. In accordance with the plan/s sanctioned by the Valsad Nagar Palika, Valsad, The Vendor has commenced construction of the Building/s on the Property, which is more particularly described under the schedule-II.
7. The Purchaser demanded from the Vendor and the Vendor has given inspection to the Purchaser of all the documents of title relating to the Property, which is more particularly described under the schedule-I and the schedule-II and the plans, designs and specifications relating to the Building prepared by the Vendor's Architects and R.C.C. Consultants Black Ink. (Mr. Sanjay Josshi) as sanctioned by Valsad Nagar Palika, Valsad, as well as such other documents such as environment clearance, 7x12 extract/property card etc. relating to the Property as are specified under the Real Estate (Regulation Development) Act, 2016 (RERA) and the rules made there under and the Purchaser is satisfied with the same and has also noted the terms and conditions including inter alia those governing the user of diverse areas comprised in the said Building/the said Premises.
8. The copies of Certificate of Title dated the 19<sup>th</sup> July, 2019 issued by Mr. Vipul Kapadia, Advocate for The Vendor in respect of the Property, which is more particularly described under the schedule-I and which is also verified by the purchaser.

9. Here it is made clear that, the project known as "PRAMUKH SOLITAIRE" has been approved and Registered under the RERA Act, 2016 and having Registration No. \_\_\_\_\_.
10. Valsad Nagarpalika has issued the Completion Certificate dated \_\_\_\_\_ with regard to the "BUILDING-\_\_\_\_" constructed on the land, which is more particularly described in the **Schedule-II** and therefore, there is no barred to this transaction.
11. At the request of the Purchaser, the Vendor has agreed to sell to the Purchaser, a residential Flat No. \_\_\_\_\_ admeasuring about \_\_\_\_\_ Sq.Fts. carpet area on the \_\_\_\_<sup>th</sup> Floor which is inclusive area admeasuring about \_\_\_\_\_ Sq.Fts of flat and area\_of balconies admeasuring about \_\_\_\_\_ sq.fts and servant quarter area admeasuring about \_\_\_\_\_ Sq.Fts. in the "BUILDING-....." (hereinafter referred to as "the Premises"); which is more particularly described in the Schedule-III by a registered Agreement to Sale dated \_\_\_\_, which is duly registered in Valsad sub registry at Serial No. \_\_\_\_\_.
12. The Vendor is entering into similar separate Sale Deed/s with several other persons and parties for the sale of flat/s in the Building know as "BUILDING-\_\_\_\_" constructed on the land, which is more particularly described in the **Schedule-II**;
13. The Parties hereto are desirous of recording the terms and conditions on which The Vendor has sold the Premises to the Purchaser;
14. The Vendor is required to enter into a written Sale Deed which shall be registered under the Registration Act, 1908, hence the Parties hereto are executing this Sale Deed.

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

1. Therefore, in the lights of the facts stated hereinbefore, the Vendor has become the owner & absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the N.A. land bearing Block/Survey No. 1287 (Old Block/Survey No. 1/16/A) admeasuring about 03 Hec. 09 Are. 42 Sq. Mtrs. + 00 Hec. 14 Are. 16 Sq. Mtrs. = 03 Hec. 23 Are. 58 Sq.Mtrs. situated within the limits of Village Abrama, Tal. & Dist. Valsad, which is more particularly described under the schedule-I below.
2. The Vendor hereby grants and transfer by way of sale unto the Purchaser forever all that the said construction being the premise/s, viz. Flat No. \_\_\_\_ admeasuring about \_\_\_\_\_ Sq.Fts. (i.e. approximately \_\_\_\_\_Sq. Mtrs.) carpet area (for the purpose of this agreement the term carpet area shall have the meaning described to it under RERA) inclusive of balconies admeasuring about \_\_\_\_\_ Sq.Fts and servant quarter area admeasuring about \_\_\_\_\_ Sq.Fts., on \_\_\_\_\_ floor in the “BUILDING-.....”, which is more particularly described under the schedule-III hereunder written as shown in the Floor Plan thereof hereto annexed and marked **Annexure “D”** (hereinafter referred to as “the Premises”), for the consideration value of Rs. ....../- (Rupees ..... only) with all the rights appurtenant thereto including the proportionate price of the common areas and facilities in the said Building appurtenant to the Premise/s and/or forming part of the Property. A list of the fixtures, fittings and amenities provided in the premises is set out in the **Schedule-VI** hereunder written.

3. The consideration amount of Rs. ..../- (Rupees ..... only) has been paid by the Purchaser to The Vendor as under.

**DETAILS:**

- 1.
- 2.

Therefore, The Vendor acknowledges the receipt of the same.

4. The Purchaser after verifying the rights, title, interest and construction permission and after that accepted the peaceful vacant possession of the premise/s described in the schedule-III below from The Vendor.
5. The Purchaser has prior to the execution of this Deed satisfied itself/herself/themselves about the title of The Vendor to the Property, which is more particularly described under the schedule-I and schedule-III and shall not be entitled to further investigate the title and the rights, powers and authorities of The Vendor, and no requisitions or objections shall be raised on any matter relating thereto or howsoever in connection therewith.
6. The Vendor has informed the Purchaser that as per the Scheme of Development of the Property, which is/are more particularly described under the schedule-I and schedule-II and envisaged by The Vendor:-
  - (a) The Property will be developed in a phased manner by constructing residential building/s and/or other structures as permitted by law thereon;

- (b) At present, The Vendor intends to develop the land, which is more particularly described under the schedule-II by constructing residential building/s and/or other structures;
- (c) The FSI/TDR consumed in construction of the Building may not be in the same ratio as the land area of the Property on which the Building/s is/are intended to be constructed, and hence, it may not be possible to sub-divide the Property, and the Purchaser shall not be entitled to insist upon the sub-division of the Property which is more particularly described under the schedule-I and the schedule-II;
- (d) The Vendor intend to form a separate Society/Company /Association in respect of the Building/s;
- (e) The Vendor may at its option: -
  - (i) execute a Conveyance/Deed of Assignment in respect of the land beneath the Building as well as land appertaining thereto in favour of the Society/Company/Association comprising of all the flat/s Purchasers in the Building/s for the maintenance ; or
  - (ii) execute a Conveyance / Deed of Assignment in respect of the Property in favour of the Society/Apex Company of which each separate Society/Company/Association will be a part of; or
  - (iii) The Vendor may at its option execute a Conveyance /Deed of Assignment in respect of land forming part of the Property jointly in favour of the Societies/Companies/Associations formed by The Vendor along with the purchasers of flat/s /premises in each of the building/s to be constructed on the Property.

- (iv) The Vendor may at its option retain certain flat/s and/or premise/s in each of the building/s or an entire building(s) to be constructed on the Property which is more particularly described under the schedule-II. In such an event, The Vendor will be a part of Society/ Apex Company referred to in Clause 6(e)(ii) above or be jointly entitled to the property along with the Societies / Companies / Associations referred to in Clause 6(e) (iii) above, and The Vendor shall not be liable to pay any transfer fee or charges for sale and transfer of any of the flat/s/premises in future.
- (f) The Vendor has provided a \_\_\_\_ meter internal road along the length of the Property, which is more particularly described under the schedule-I maintain the same as open. The said internal road will be available for ingress and egress on foot or by any vehicle to adjacent properties at a sole discretion of The Vendor. The Vendor, at its option, may transfer a part or portion of the said internal road to the Societies/Companies/ Associations to be formed as hereinabove provided, provided however, any such transfer shall be subject to an express covenant, which shall be a covenant running with the land, that the Societies/Companies/ Associations and their members shall jointly and severally agree and undertake to maintain the said internal road or a part or portion of it as open and provide a right of way as has been or would be desired by The Vendor to any adjacent land owner. The Purchaser together with all other purchasers of flats/premises in each of the buildings to be constructed on the Property which is more particularly described under the schedule-II, shall not object to the same;

- (g) THE Purchaser hereby accepts, declares, agrees and confirms that the all the rights with regard to the common plot/plots and road/roads in the land described under the schedule-I are reserved and vested with the Vendor only and the Purchaser shall not take any objection/s if the rights with regard to the common plot/plots and road/roads may be transferred by the Vendor to any Third Party in any mode at the discretion of the Vendor.
- (h) The Purchaser doth hereby accepts, declares, agrees and confirms that, the Vendor has got full right to change the length and width of the road/roads designed and provided in present area and it is clearly understood that the right to use the road/roads in the land described under the Schedule-I is not transferable by any Purchaser/s and/or Lessee/s and/or Occupant/s to any third party in any mode.
- (i) Save and except the Building which is under construction on the Property, which is more particularly described under the schedule-II The Vendor shall have an unfettered right to deal with, dispose off and/or develop the remainder of the Property in such manner as they deem fit, and the Purchaser hereby give its irrevocable consent to The Vendor for the same;
- (j) The Purchaser together with all other purchasers of flats/premises in each of buildings to be constructed on the Property which is more particularly described under the schedule-II, shall not call upon or demand that The Vendor shall form the Societies/Companies/Associations referred to hereinabove and/or hand over charge or administration of any of the buildings to be constructed on the Property and/or execute a Conveyance Deed / Deed of Assignment in respect of the land beneath any of the buildings to be constructed on the Property until the entire

Scheme of Development of the Property is complete in every respect:-

The aforesaid terms and conditions are of the essence of the contract and only upon the Purchaser agreeing to the same, The Vendor has entered into this Sale Deed.

7. The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plan/s or thereafter and shall, before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupation certificate evidencing completion of the Building/s.
8. Save and except in respect of the Premises, a proportionate share in the common areas and facilities in the building hereby agreed to be acquired, the Purchaser shall have no claim in respect of all or any open spaces or un-allotted parking spaces in the basements or flat/s or rooms or garages or lobbies or staircases or lifts or terraces, etc. in the Building/Property or any other part of the Development, which will remain the property of The Vendor until the entire Property is transferred to the Society/Company/Association as mentioned hereinabove upon the Scheme of Development of the Property being declared as fully completed by The Vendor, and also subject to the rights, reservations and covenants herein provided.
9. The Vendor shall not have any claim over the floor space index ("FSI"), additional floor space index ("FSI") and/or terrace rights after building use permission has been obtained, such rights if any will be enclosed by Society of the Purchaser after the completion/building use certificate issued by competent authority.

10. The Purchaser shall use or permit the use of the Premises or any part thereof for the purpose of residence only and shall use the parking spaces (if any) allotted to it only for the purpose of keeping or parking the Purchaser's own vehicle and not for any other purpose. The Purchaser agrees that the parking spaces (if any) allotted to it shall form an integral part of the Premises, and shall not be sold or dealt with in any manner independent of the Premises. Any unauthorised change of user of the Premises by the Purchaser shall render this Sale Deed voidable.
11. The Purchaser itself, with the intention to bind itself and all persons into whomsoever's hands the Premises come and its successors-in-title, doth hereby covenant with The Vendor as follows:-
  - (a) To maintain the Premises at Purchaser's cost in good and tenantable repair and condition from the date of handing over possession of the Premises, and shall not do or allow or suffer to be done anything in and/or to the staircase or any passage or compound wall of the Building or any part of the Building in which the Premises are situated, which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and/ or to the Building in which the Premises are situated;
  - (b) Not to do or permit to be done any act, deed or thing which may increase the premium payable in respect of or render void or voidable any insurance in respect of the Building and/or the Property or any part thereof;
  - (c) Not to store in the Premises any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the

Building/s in which the Premises are situated or storing of which goods is objected to by the concerned local or other authority or the Society/Company/Association, and shall not carry or cause to be carried heavy packages to upper floors which may or are likely to damage the staircase, common passage or lift or any other structure of the Building/s, in which the Premise/s is/are situate, including entrances to the Building and in case of any damage caused to the Building/s on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever;

- (d) To carry out at its own cost, all internal repairs to the Premises and maintain the Premises in the same condition, state and order in which they were delivered by The Vendor to the Purchaser, and in tenantable repair, and shall not do or allow or suffer to be done anything in the Premises or to the Building/s in which the Premise/s is/are situate, or carry out repairs and changes in the Premise/s which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the Premises above or below the Premises. In the event of the Purchaser committing any act in contravention of the above provisions the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority;
- (e) Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof nor any alteration in the elevation, and outside colour scheme of the Building/s in

which the Premise/s is/are situate and shall keep the sewers, drains, pipes in the Premises and appurtenances thereto in good and tenantable repair and condition so as to support, shelter and protect other parts of the Building/s in which the Premise/s is/are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC piers or other structural members in the Premises without prior written permission of The Vendor and/or Society/Company/ Association and the local authority as the case may be;

- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premise/s in the compound or any portion of the Property and the Building in which the Premise/s is/are situate;
- (g) Not to endanger or damage the garden fencing, saplings, shrubs, trees, etc. on the Property;
- (h) Not to damage the electricity poles, cables, wiring, telephone cables, sewage line, water line, gate or any other common facility provided in the Building and/or the Property;
- (i) Not to display or erect at any place in the Building and/or the Property any bills, posters, hoardings, advertisements, name boards, sign boards, etc. of any nature whatsoever;
- (j) Not to obstruct or cause any obstruction in any manner whatsoever in the Building or any of its staircases, refuge areas, corridors or passageways;
- (k) Not to enclose in any manner whatsoever any flower beds, pocket terraces or other areas in the Building and/or the Property required to be kept open;
- (l) Not to park any vehicles in any place other than parking spaces so allotted or designated;
- (m) Pay to The Vendor within fifteen (15) days of demand by

The Vendor, its share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity, cooking gas or any other service connection to the Building in which the Premises are situate;

- (n) 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 Authorities on account of change of user of the Premises by the Purchaser or otherwise;
- (o) The Purchaser shall not let, sublet, transfer, assign or part with the Purchaser's interest or benefit of this Sale Deed or of the Premises or any part thereof, or part with possession of the Premises or any part thereof until all the dues payable by the Purchaser to The Vendor under this Sale Deed are fully paid up, and only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Sale Deed and until the Purchaser has obtained specific permission in writing of The Vendor for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by The Vendor and not otherwise;
- (p) The Purchaser hereby undertakes that the Purchaser will not carry on any illegal business/profession in the Premises agreed to be purchased and further agrees and undertakes that the Purchaser itself or through its nominee/tenant/occupier shall not carry on any such business/profession which may be illegal/antisocial/anti-national etc., and which may tarnish the reputation of The Vendor and cause nuisance to neighbouring flat holders. It is understood that in the event of the Purchaser carrying on any such illegal business/s in the Premises, whether

directly or indirectly, through its agent or tenant, The Vendor shall be entitled to cancel this Sale Deed in the interest of public, peace and tranquility and have the Purchaser evicted from the Premises;

- (q) Till the entire Property is transferred to the Society/ Company/Association as hereinafter provided upon the Scheme of Development of the Property being declared fully completed by The Vendor, the Purchaser shall permit The Vendor and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Building or any part thereof and the portion of the Property on which the Building is constructed to view and examine the state and condition thereof or to repair and remove any disrepair;
- (r) The Purchaser shall observe and perform all the rules and regulations which the Society/Company/Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Building and the Premises therein, and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the Society/Company/Association regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by the Purchaser in accordance with the terms of this Sale Deed.
- (s) The name of the project viz. **"PRAMUKH SOLITAIRE"** Building, viz. **"PRAMUKH SOLITAIRE"** shall not be changed in future. Similarly, the proposed name of the

Society/Company/Association shall, if so permitted by the Registrar, include the name **"PRAMUKH SOLITAIRE"**, and shall not be changed in future.

12. Commencing \_\_\_\_\_ days after notice in writing is given by The Vendor to the Purchaser that the Premise/s is/are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (*i.e.* in proportion to the floor area of the Premises) of outgoings in respect of the Building and the Property, viz. water charges, insurance, common lights, annual maintenance charges for lifts, electrical installations, plumbing, diesel generator sets, sewage treatment plant, etc., repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Building and the Property (hereinafter referred to as "Management and Maintenance Expenses"), and local / property taxes, betterment charges or such other levies by the concerned local authority and/or Government in respect of the Building and the Property. Until the Society/ Company/Association is formed and until the entire Property is transferred to it, upon the Scheme of Development of the Property being declared as fully completed by The Vendor, the Purchaser shall pay to The Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to The Vendor provisional monthly contributions of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Thousand only for per shop) per month towards Management and Maintenance Expenses. In addition, the Purchaser shall pay to The Vendor a proportionate share of the local/property taxes, betterment charges or such other levies as may be levied by the concerned local authority and/or Government in respect of the Building and the Property. The amounts so paid by the Purchaser to The Vendor shall not

carry any interest and shall be utilized by The Vendor for payment of the aforesaid outgoings in respect of the Building and the Property until formation of the Society/ Company/Association and until the entire Property is transferred to it upon the Scheme of Development of the Property being declared as fully completed by The Vendor. On such transfer being executed, any balance amount of the aforesaid contribution, if any (less deduction provided for in this Sale Deed) shall be paid over by The Vendor to such Society/Company/Association. Initially, the Purchaser shall pay adhoc contribution for one year. Thereafter, the Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of out-goings and taxes regularly on quarterly/semi-annual/annual basis in advance and shall not withhold the same for any reason whatsoever. In the event of failure of the Purchaser to pay such charges, this Sale Deed shall stand cancelled, and if the Purchaser has already occupied the Premises he shall be liable to vacate the same.

13. The Purchaser shall on or before delivery of possession of the Premise/s also keep deposited with The Vendor the following amounts:-

- (i) for share money, application entrance fee of the Society/Company/ Association electricity deposit, gas connection deposit, all at actuals; and
- (ii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for formation and registration of the Society/Company/Association

14. The Vendor shall utilize the said amount mentioned in Clause 15 (ii) above paid by the Purchaser to The Vendor for meeting all legal costs, charges and expenses, including professional

costs of the Advocates of The Vendor in connection with formation of the Society, or as the case may be, Company or Association, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Sale Deed and the conveyance or assignment of lease.

15. The Vendor shall maintain a separate account in respect of sums received by The Vendor from the Purchaser as advance or deposit, sums received on account of the share capital for the formation of a Society or a Company or Association or towards the out goings and shall utilize the amounts only for the purposes for which they have been received.
16. The Purchaser along with other purchasers of premise/s in the Building shall join in forming and registering a Society or a Company or Association (sole option being with The Vendor herein) as may be decided by The Vendor to be known by such name as The Vendor may decide, and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies or any other appropriate authority as the case may be, and for this purpose also from time to time shall sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the Society/Company/Association, and for becoming a member, including adoption of the bye-laws of the proposed Society or memorandum and articles of association of the proposed company or rules/regulations/bye-laws of the Association and shall duly fill in, sign and return them to The Vendor within seven (7) days of the same being forwarded by The Vendor to the Purchaser, so as to enable The Vendor to register the organization of the purchasers. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles

of Association or rules/regulations/bye-laws as may be required by the Registrar of Co-operative Societies or the Registrar of Companies or any other appropriate authority as the case may be.

17. After the Scheme of Development of the Property being declared fully completed by The Vendor and after The Vendor has received the purchase price in respect of all the premise/s and all other amounts payable by the purchasers thereof under the respective agreements/Sale Deeds in respect of the entire Scheme of Development of the Property, The Vendor shall, unless it is otherwise agreed to by and between the parties hereto, within 24 months of such full completion, cause to be transferred to a Society/Apex Company or jointly in favour of the Societies/Companies/Associations formed by The Vendor alongwith the purchasers of flats/premises in each of the buildings to be constructed on the Property, all the rights, title and interest of The Vendor in the Property together with the buildings thereon by executing the necessary Deed of Conveyance or Deed of Assignment in respect of the Property (or to the extent as may be permitted by the authorities) in favour of the Society/Company or jointly in favour of the Societies/Companies/ Associations as the case may be, and such Deed of Conveyance or Deed of Assignment shall be in accordance with the terms and provisions of this Sale Deed.
18. The Purchaser is aware that The Vendor is developing the Property in a phased manner pursuant to the Scheme of Development of the Property, and the Purchaser has no right of any nature whatsoever, in the remaining portion of the Property belonging to The Vendor. The Purchaser shall not raise any objection to the development activity to be carried out in the remaining portion of the Property. The Purchaser is aware that The Vendor is proposing to construct residential buildings and

other structures as permitted by law on the remaining portion of the Property. The Purchaser is also aware that The Vendor would be undertaking construction on the remaining portion of the Property at different points of time. The Purchaser has No Objection of any nature whatsoever to the delay in execution of the Conveyance contemplated under Clause above. The Purchaser is aware that the conveyance will be executed with the Society/Apex Company or jointly to the Societies/Companies/ Associations, some of which will be formed at a later point of time.

19. Nothing contained in this Deed is intended to be nor shall be construed as a grant, demise or assignment in law of the Premises or of the Property or Building or any part of thereof. The Purchaser shall have no claim, save and except in respect of the Premises. The Property, other unsold premises, common areas, open spaces, terraces, recreation spaces, etc. shall be the property of The Vendor until the entire Property with buildings constructed thereon is transferred to a Society/Apex Company or jointly to the Societies/ Companies/ Associations as mentioned herein.
20. Save and except as provided in Clause hereinabove, the Purchaser agrees, undertakes and covenants with The Vendor that neither it nor the Society/Company/Association that may be formed shall hereafter in any manner whatsoever limit, curtail, revoke, cancel, or terminate any of the powers, rights, benefits, privileges, or authorities reserved by or granted to The Vendor under this Deed or any other deed, document or writing entered into or executed by and between the Parties hereto or referred to in Sale Deed. The Purchaser and the Society/Company/association shall render all assistance and co-operation at all times to The Vendor to enable it to exercise and avail of the same.

21. The Purchaser/s has/have expressly, specifically, unconditionally and unequivocally agreed to the formation of a Condominium, being the Ultimate Organisation under the Apartment Act. The Purchaser/s in view of the above, agree that the vendor shall not be required to form either a co-operative society or a company. The Purchaser/s hereby expressly and specifically agree/s that he/she/they/it cannot and shall not do anything contrary to the aforesaid agreement arrived at by and between the vendor and the Purchaser/s in the matter of formation of Ultimate Organisation. The Purchaser/s expressly and specifically agree that the vendor shall execute the Declaration as aforesaid, after the Vendor have constructed and completed in all respect the Common Building Scheme to be constructed on the Project Land and the vendor have sold all the smaller sub-divided plots together with the respective the construction and received the full and final purchase price and consideration payable in respect thereof. The Purchaser/s along with the other purchaser/s of the construction in the Project shall be named as the first members of the Ultimate Organisation in the Declaration to be executed by the vendor as aforesaid. If need be, the Purchaser/s shall sign and execute Deed of Apartment and other papers and documents, if any, necessary for formation of the Condominium and for becoming the member/s, including the Bye-laws of the proposed Condominium and duly sign and return to the vendor within \_\_\_\_\_ (\_\_\_\_\_) days of the same being forwarded by the vendor to the Purchaser/s;
22. The Declaration under the Apartment Act shall consists of the members who have purchased and/or acquired the construction in the Common Building Scheme, provided all the amounts due by the purchaser/s, which includes the Purchaser/s herein, under their respective Agreements for Sale are fully paid to the

vendor. The vendor shall not be responsible if they are unable to execute Declaration in respect of the Common Building Scheme if the completion is delayed by reason of OC, if any, and/or PCC issued is not being received from Valsad Nagarpalika, or any other Competent Authorities or by reason of war, civil commotion, act of God, non-availability of row houses and/or villas materials, result of any notice, rule or notification of the Government and/or any other public authority and/or any other cause beyond the control of the vendor. It is expressly agreed by the Purchaser/s that under no circumstances the Purchaser/s shall be entitled to claim any damage of any nature whatsoever on account of delay or default in executing a Declaration in respect of the Project Land and the Common Building Scheme;

23. The Declaration, the Deed of Apartment and/or other documents, if any, required under the Apartment Act for the formation of the Condominium, being the Ultimate costs (including all manpower and overhead costs) incurred along with a reasonable margin on such costs and all applicable Taxes. The Purchaser/s along with the other purchasers in the Project shall undertake and cause the Ultimate Organisation to ratify the appointment of the FMC as aforesaid. On the expiry of the \_\_\_\_\_ (\_\_\_\_\_) month period, the Ultimate Organisation may appoint the FMC for a further term or choose to appoint any other facility management Company.
24. The Vendor shall be entitled to end its services by giving an advance written notice of \_\_\_\_ (\_\_\_\_\_) months to the Ultimate Organisation in the event the period of Vendor appointment has not been renewed at least \_\_\_\_ (\_\_\_\_\_) months before expiry thereof;

25. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organisation shall also be entitled to end the services of the Vendor with advance written notice of \_\_\_\_ (\_\_\_\_\_) months if such termination has the written consent of \_\_\_\_\_ (\_\_\_\_\_) percent of the Premises purchasers of the Project;
26. The Purchaser/s agree/s and undertake/s to cause the Ultimate Organisation to be bound by the rules and regulations that may be framed by the Vendor;
27. Subject to what is stated hereinafter, the costs related to the upkeep and maintenance of the Project/Project Land shall be to the account of and jointly borne by the relevant premises purchasers proportionate to the carpet area of each construction and are payable as the project common area maintenance ("PCAM") charges as set out at Annexure "\_\_\_\_" (*Premises and Project Details*). The common area maintenance ("CAM") charges shall not include:
- (k) the cost associated with diesel (or any other fuel) consumption and electricity/HVAC consumption within the Premises which shall be payable by the Purchaser/s on monthly basis based on actuals and
- (ii) Property Taxes;
28. Initially, the aforesaid expenses shall be incurred from the proportionate net interest/income received from the one time maintenance amount deposited by the Purchaser/s in the matter. The Purchaser/s shall be obliged to pay any short fall to the same in advance on or before the 1<sup>st</sup> day of each quarter. The vendor shall provide reconciliation of the expenses towards Common Area Maintenance charges on or before \_\_\_\_\_ after the end of the relevant financial year and the Parties hereto, covenant that any credit/debit thereto, shall

be settled on or before \_\_\_\_\_;

29. For the purposes of avoidance of doubt, it is clarified that the Common Area Maintenance Charges shall commence after the expiry of at least 15 (fifteen) days from the date of offer of possession regardless of whether the Purchaser/s take/s such possession of the Premises or not;
30. the Purchaser/s is/are aware that the Common Area Maintenance charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ \_\_\_\_ to \_\_\_\_\_ per cent per annum). Further, these charges are subject to the revision every \_\_\_\_\_ (\_\_\_\_\_) months after the date of offer of possession by \_\_\_\_\_ to \_\_\_\_\_ percent per annum. In case, the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser/s and the vendor.
31. The Purchaser/s undertake/s to make payment of the estimated PCAM charges to the Ultimate Organization as may be decided by it from time to time;
32. As aforesaid, all Maintenance Related Amounts stated in agreement for sale without possession are compulsorily payable by the Purchaser/s in the future upon demand being raised by the vendor/Ultimate Organisation, regardless of whether the Purchaser/s uses some of the facilities or not. Any delay or default in payment of the amounts under this recital shall constitute a breach of the terms of this Deed of Sale and shall lead to suspension of access to the Club and all other facilities provided by the vendor/Ultimate Organisation till such time all due amounts are paid together with Interest for the period of delay in payment;

33. The Vendor shall provide expense details only in connection of maintenance related amounts at the time of handover of the affairs of the Project to the Ultimate Organisation and shall not provide expense details for any other head;
34. The members of the Purchaser/s shall be bound by the policies as may be framed by the vendor, from time to time, including the policies with regard to payment for usage of the Club, membership of the Club and any of the amenities and facilities therein. For any additional memberships, the same shall be permitted only if they are full-time members of the premises and on payment of fees as may be decided by the vendor from time to time. Similarly, the guests of the Purchaser/s may be permitted to use the Club subject to the rules and regulations of the vendor and payment of guest charges as determined by the vendor. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and the charges that may be levied by the vendor from time to time and the Purchaser/s confirm/s and agree/s to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard. It is clarified that subject to the above, all the purchaser/s of the Premises in the Project, which includes the Purchaser/s herein, shall, inter- alia, be entitled to use all the amenities;
35. The membership and the right to use the amenities and facilities at the Club shall be personal to the purchaser/s of the premises in the Project and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the premises upon the sale/Transfer

of the premises by the purchaser/s. In the event, the premises in the Project is sold/transferred by the purchaser/s, then the Purchaser/s along with his/her/their family members being the associate members of the Club, shall cease to be members of the Club, as the case may be and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/new owners of the premises, upon them making an application for the same and agreeing to abide by the terms, rules and regulations of the Club and/or the vendor. It is, however, clarified that the vendor shall be liable to grant membership rights to such other person(s) as they may deem fit and the Purchaser/s shall not be entitled to object to the same;

36. Upon purchase/acquisition of the Premises in the Project, the Purchaser/s became automatically and ipso facto be entitled to use/occupy the Club subject to payment of usage charges in respect of any of the amenities/facilities in the Club. Alongwith the Purchaser/s his/her/their immediate family members i.e. if the Purchaser is a male member, then his parents and if the Purchaser is a female member, then the parents of her husband and the children of the Purchaser/s shall also be entitled to use the Club. However, the Purchaser/s shall be obliged to and agrees to pay usage charges for specific service(s) availed of by the Purchaser/s, as per rates determined by Vendor. The Vendor shall ensure that such rates are reasonable;
37. The Purchaser/s is/are aware that the vendor seek to provide a superior quality of services and facilities for its residents (obviously at a reasonable cost) and for such purpose, the vendor have/shall enter into agreements with various third parties/operators (hereinafter referred to as the "Service Providers") in relation to the operation of certain

facilities/amenities which are located in constructed spaces so as to facilitate the recreation/comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser/s and the Ultimate Organisation, subject to the following restrictions:

- A. The vendor shall continue to be the Owner of such constructed spaces and further the vendor shall be entitled to maintain/cause to be maintained/use of such constructed space for all time to come in future.
  - B. Even after the formation of the Ultimate Organisation, the Ultimate Organisation shall not have the ownership of such constructed spaces, subject to the condition that the members of the Club shall be entitled to use the amenities/facilities therein provided on payment of usage charges.
  - C. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Project;
38. The Purchaser/s is/are aware that the vendor are not in the business of or providing services proposed to be provided by the Service Providers or through the Service Providers. The Vendors does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/Vendor. The Parties hereto, agree that the vendor are not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the respective Service Providers/Vendor.

39. AND the vendor in consideration aforesaid, do and each of them doth hereby covenant with the Purchaser/s that the vendor shall and will, unless prevented by fire or some other inevitable or unavoidable accident, from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser/s or any person or persons having or lawfully claiming through, under or in trust for the Purchaser/s, his/her/their heirs, executors, administrators and assigns produce or cause to be produced to him/her/them or his/her/their agents or lawyers or at any legal hearing, commission or examination or otherwise as occasion shall require, all or any of the deeds and writings comprised in the \_\_\_\_\_ Schedule hereunder written (and which relate, as well as to the Sub-divided Plot, inter alia, described in the Fourth schedule hereunder written as they relate to the Project Land described in the Second Schedule hereunder written) for the purpose of showing his/her/their the Purchaser's/s' title to the Sub- divided Plot hereby conveyed and will permit the same to be examined, inspected or given in evidence AND will at the like request and cost of the Purchaser/s or any such other person or persons as aforesaid deliver or cause to be delivered to him/her/them such attested or other copies or abstracts or extracts from the said deeds and writings or any of them as he/she/they may require and shall in the meantime, unless prevented as aforesaid keep them safe, unobliterated or uncanceled PROVIDED always and it is hereby declared and agreed that in case the Land Owners or their respective heirs, executors and administrators and the vendor, their successor or successors shall deliver the said deeds and writings or any of them to the Ultimate Body Corporate for the time being entitled to the custody thereof and shall thereupon at his/her/their costs procure from the Ultimate Body Corporate a similar covenant in all respects in favour of the Purchaser/s herein or his/her/their

heirs, executors, administrators or assigns, then and in such case and immediately thereon the last mentioned covenant shall cease and become void so far as regards the said deeds and writings to which such substituted covenant shall relate and till that time that covenant shall remain in full force and effect.

40. Any delay tolerated or indulgence shown by The Vendor in enforcing the terms of this Sale Deed or any forbearance or giving of time to the Purchaser by The Vendor shall not be construed as a waiver or acquiescence on the part of The Vendor of any breach or non-compliance of any of the terms and conditions of this Sale Deed by the Purchaser and shall not in any manner prejudice the rights of The Vendor.
41. The Vendor at its risk and responsibility may avail from banks/financial institutions, loan/financial assistance for development of the Scheme of Development of the Property in which the said Premises is situated (but without encumbering the said Premises) and as a security for payment thereof may create security of the said Property. The Purchaser hereby grants his/her/their consents to The Vendor for availing such loan and/or financial assistance on such terms and conditions as The Vendor may deem fit and proper subject to the repayment thereof by The Vendor. The Vendor shall not mortgage the said Premises agreed to be allotted to the Purchaser herein.
42. The Purchaser and/or The Vendor shall present this deed at the proper registration office for registration within 4 months from the date of executing of this deed as prescribed by the Registration Act and the Parties hereto shall attend such office and admit execution thereof.

43. All notices to be served on the Purchaser as contemplated by this deed shall be deemed to have been duly served if sent to the Purchaser by pre-paid post at its addresses specified against its name above.
44. All taxes, rates and other government levies, including but not limited to service tax, VAT, GST, IGST, SGST, UTGST, CGST and/or any other taxes/rates/levies that may hereafter be levied by the Government in respect of this Sale Deed or the transaction contemplated by this deed shall be borne and paid by the Purchaser alone.
45. The Purchaser hereby declares that he has gone through this deed and all the documents related to the Property and the Premises, and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this deed.
46. All taxes, rates and other government levies, including but not limited to CGST/SGST/IGST, and/or any other taxes/rates/levies that may hereafter be levied by the Government in respect of this Deed or the transaction contemplated by this Deed shall be borne and paid by the Purchaser alone. The Purchaser has understood and agreed that, the taxes including CGST/SGST/IGST that may be charged by The Vendor will be paid to the respective authorities after claiming for the input credits available as per the applicable laws, from time to time, and that is the basis considered for the agreed consideration for the Premises as stated in this Deed. The Purchaser declares and undertakes that he/she/it will not claim any amount from the Owner Developer as refund or otherwise credit for input tax credit that

may be availed by the Owner Developer under any applicable taxes/laws/regulations, from time to time.

47. This Deed shall always be subject to the provisions of the RERA. Any dispute between the Parties shall be settled amicably as provided herein. In case of failure to settle the dispute amicably, the same shall be referred to the authority as per the provisions of RERA. Subject to the foregoing, only the courts in Valsad, Taluka Valsad, District Valsad shall have jurisdiction to entertain and try any dispute between the Parties.
48. 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 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.
49. This deed shall always be subject to the provisions of the Act and the rules made thereunder.
50. For the purpose of registration of this deed, the Income Tax Permanent Account Numbers of the Parties hereto are as follows: -

PAN No. of The Vendor :  
PAN No. of the Purchaser :

51. All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this Sale Deed shall be borne and paid by the Purchaser alone. If due to any changes in Government Policy any additional stamp duty, registration charges are levied the same shall also be borne and paid by the Purchaser alone.

#### SCHEDULE-I

All that piece and parcel of the N.A. land bearing Block/Survey No. 1287 (Old Block/Survey No. 1/16/A) admeasuring about 03 Hec. 09 Are. 42 Sq. Mtrs. + 00 Hec. 14 Are. 16 Sq. Mtrs. = 03 Hec. 23 Are. 58 Sq.Mtrs. situated within the limits of Village Abrama, Tal. & Dist. Valsad :

On Or Towards East :

On Or Towards West :

On Or Towards North :

On Or Towards South :

#### SCHEDULE-II

The land admeasuring about \_\_\_\_\_ Sq.Mtrs. of the N.A. land bearing Block/Survey No. 1287 (Old Block/Survey No. 1/16/A) admeasuring about 03 Hec. 09 Are. 42 Sq. Mtrs. + 00 Hec. 14 Are. 16 Sq. Mtrs. = 03 Hec. 23 Are. 58 Sq.Mtrs. situated within the limits of Village Abrama, Tal. & Dist. Valsad:

### SCHEDULE-III

The Residential Flat No. .... admeasuring about ..... Sq. Fts. carpet area ( Area in ..... Sq. Meter) on the ..... Floor in the construction known as “BUILDING-.....” constructed on the land more particularly described under the Schedule-II.

AND

The proportionate share admeasuring about ..... Sq. Mtrs. in the N.A. land bearing Block/Survey No. 1287 (Old Block/Survey No. 1/16/A) admeasuring about 03 Hec. 09 Are. 42 Sq. Mtrs. + 00 Hec. 14 Are. 16 Sq. Mtrs. = 03 Hec. 23 Are. 58 Sq.Mtrs. situated within the limits of Village Abrama, Tal. & Dist. Valsad.

### SCHEDULE-IV

#### LIST OF INTERNAL AMENITIES-

- 1) Gymnasium
- 2) Gazebo
- 3) Hot water pool
- 4) Yoga / Meditation Hall
- 5) Deluxe Guest Room
- 6) Kids Swimming Pool
- 7) Aerobics
- 8) Honeymoon Suite Room
- 9) Indoor Theatre
- 10) Multipurpose Hall
- 11) Cafeteria
- 12) Grand Reception
- 13) Banquet Hall
- 14) Library

- 15) Decorative Lighting
- 16) Sr. Citizen Sitting Area
- 17) Jacuzzi
- 18) Car Wash
- 19) Camp Fire
- 20) Reflex Ology Track
- 21) Sandpit Area
- 22) Classical Dance Room
- 23) Dispensary
- 24) Steam Bath
- 25) Sauna Bath
- 26) Male Saloon
- 27) Female Saloon
- 28) Female Massage Room
- 29) Male Massage Room
- 30) Laundry
- 31) Kitty Party Halls
- 32) Birthday Party Hall
- 33) Toddlers Play Area
- 34) Music Room
- 35) Card Room
- 36) Exclusive Main Gate
- 37) Outdoor Facilities
  - a. Central Garden Area
  - b. Party Lawn
  - c. Pre Function Area
  - d. Kids Play Area
  - e. Jogging Track
  - f. Fountain
  - g. Floor Rain Shower
- 38) Indoor games
  - a. Caroms
  - b. Chess

- c. Board Games
- d. Virtual Games
- e. Table Tennis
- f. Playing Cards
- g. Air Hockey
- h. Bike Racing
- i. Indoor Football Table Top.

**39) Common Facilities**

- a. Entrance Foyer
- b. Wooden Deck
- c. Common Stair
- d. Allotted Car Parking
- e. AC Drainage Pipe Line
- f. CCTV Camera
- g. Intercom System
- h. School Pick up Zone
- i. Common Bore
- j. Common Male Female Toilet
- k. Fire Fighting System
- l. 24x7 Security
- m. Lily Pond
- n. Seat Out
- o. Solar Panels
- p. Rain Water Harvesting
- q. Free Wifi
- r. Common Lift
- s. Gas Connections
- t. Society Office
- u. Conference Room

**40) Outdoor sports**

- a. Cricket Pitch
- b. Skating Ring
- c. Badminton Court

d. Multipurpose Area

i. Basket Ball

ii. Football

iii. Volley Ball

41) Outer Area

a. Generator Set

b. Service Room

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

SIGNED, SEALED AND  
DELIVERED the withinnamed THE  
VENDOR, SAHAJ HOMES LLP, a  
Limited Liabilities Firm through its'  
Partner MR. \_\_\_\_\_  
in presences of....  
\_\_\_\_\_

SIGNED, SEALED AND  
DELIVERED the withinnamed  
PURCHASER MR.  
\_\_\_\_\_ in presences  
of....  
\_\_\_\_\_

Witness :

1. \_\_\_\_\_
2. \_\_\_\_\_