

SALE DEED

[SALE CONSIDERATION : RS...../- ONLY]

THIS DEED OF SALE made at Umergam, District Valsad on this ____ day of
_____.

BETWEEN

M/S. MOMAI BUILDERS AND DEVELOPERS, A Proprietorship Concern carried on by the sole Proprietor Shri Karshanbhai Khimabhai Bharwad and having its office at Chitrakut, Near Umergam Club, Umergam Sanjan Road, Umergam - 396170, Dist Valsad, Gujarat, hereinafter referred to as **“the Promoter No. 1”** (which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include the said Proprietary Concern and the said Proprietor and his heirs, executors, administrator and permitted assigns) of the **ONE PART**;

AND

MR. RASHESH KASHYAP MAHADEVIA, a sole Proprietor of **M/S. DREW PROPERTY DEVELOPERS PROMOTER NO.2**, having address at 114/1/p1/p1, Umbergoan Station Road, Umbergoan, District Valsad, Gujarat, hereinafter referred to as **“the Promoter No.2”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators and assigns) of the **SECOND PART**,

AND

Mr./Mrs./Messrs _____ and Mr./Mrs. _____ adult / both Indian Inhabitant(s)/ a firm registered under the Indian Partnership Act 1932/ a limited liability partnership registered under the Limited Liability Partnership Act 2008/a limited liability company registered under the Companies Act 1956 having his/her/their/its address at _____ hereinafter referred to as the **`Allottee(s)'** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns and in case of partnership

firm is the Allottee then partners from time to time of the said firm, the heirs, executors, administrators of the last surviving partner) of the Third Part;

WHEREAS :

- a. The Promoter No.2 is absolutely seized and possessed of and otherwise entitled to all that piece or parcel of land admeasuring 20,235 Square Metres or thereabout and bearing Survey No. 114/1/p1/p1 of Village Umbergaon, Taluka Umbergaon, District Valsad in the Sub-Registration District of Umbergaon and more particularly described in the **First Schedule** hereunder written and for the sake of brevity hereinafter referred to as "**the said Larger Property**";
- b. By an Order dated 25th January 2011 bearing No. LND/ Vashi-439/2011, the Deputy Collector, Valsad granted permission for Non-Agricultural use of the said Larger Property, as residential and/or commercial, on the terms and conditions stated therein.
- c. By an Application dated 27th January 2011 made by the Promoter No.2 to the Umergam Municipal Council, requesting to grant permission to the Promoter No.2 to develop the said Larger Property as per the plans attached thereto.
- d. Vide Letter dated 9th August 2011 bearing Permission no. 3, Umergam Municipal Council granted permission to the Promoter No.2 to develop the said Larger Property as residential cum commercial complex, as per the approved plans therein.

- e. Pursuant to another Application dated 3rd October 2012 made by the Promoter No.2 to the Umergam Municipal Council the Promoter No.2 requested for certain modification / amendments in the plans and as per the Letter dated 16th August 2013 the Umergam Municipal Council granted permission for this subsequent modification in the plans.
- f. By another Application dated 4th June, 2015 made by the Promoter No.2 to the Umergam Municipal Council the Promoter No.2 requested for certain further modifications / amendments in the plans and as per the Letter dated 9th February 2016 no. Bandhkam/Reg.-124, the Umergam Municipal Council granted permission for this subsequent modification in the plans.
- g. The Promoter No.1 is in the process of developing the said Larger Property as per the sanctioned plans in the name of "**Bela Residency**".
- h. In the process the Promoter No.1 was desires to develop commercial cum residential building on a portion of the said Larger Property, being the Proposed Building no. 1 comprising of Wing O and Wing P, of ground plus 9 floors and Terrace Apartments on the 10th floor, towards the north side of the said Larger Property and facing Main Road. As per the sanctioned plans, the ground & first floor of the Proposed Building no.1 shall be used for commercial purpose and 2nd to 9 floors and Terrace Apartments on the 10th floor shall be used for residential purpose (for the sake of brevity it shall hereinafter be referred to as "**the said Building**").
- i. The said Commercial cum Residential building shall be constructed on a portion of the said Larger Property admeasuring 2484.90 sq.mtrs. which is more particularly described in the **Second Schedule** hereunder written

(hereinafter referred to as the said “**Property**”) and shown in **Red** colour boundary on the **Plan** annexed hereto and marked as “**Annexure A**”.

- j. Vide Development Agreement dated 21st May 2016 (duly registered with the Sub-Registrar of Assurances, Umergaon, under Serial No. UMG/1913 of 2016) executed between Shri Rashesh Kashyap Mahadevia, therein referred to as the Owners and M/s. Momai Builders And Developer, therein referred to as the Developer, the promoter no 1 herein, the Owner therein appointed **M/s. Momai Builders And Developer**, as the Developer (the Promoter No.1 herein) for constructing the Proposed building **No. 1** comprising of **Wing O** and **Wing P**, for the consideration and on the terms and conditions therein agreed.
- k. Pursuant to the said Development Agreement dated 21.5.2016 the Promoter No. 1 is in possession of the said Property and entitled and enjoined upon to construct buildings on the said Property
- l. Shri. S. R. Patel, Advocate and Notary Public, for the Promoter No.2 have investigated the title of the Promoter No.2 to the said Property and have issued their certificate/ report of title to the said Property as clear and marketable, copy of the certificate dated 17.6.2016 is hereto annexed and marked as “**Annexure B**”;
- m. The Promoter No.1 have entered into a Standard Agreement with the Architect registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architect;

- n. The Promoter No.1 have appointed structural Engineers for the preparation of structural designs and drawings of the said Building and the Promoter No.1 have accepted the professional supervision of the Architects and Structural Engineers till the completion of the said Building;
- o. The Promoter No.1 has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure 'C'**;
- p. Further, in terms of the said Development Agreement, the Parties therein agreed to **share** among themselves the available shops/ commercial and residential units to be constructed in the said building, in the agreed proportion and as more particularly listed in Annexure A and Annexure B attached therein.
- q. As per the said Development Agreement the Promoter No.1 herein is entitled to the shops and offices and Apartments in the said building as shown and as numbers assigned to it in **Annexure A** attached thereto and is also entitled to sell, transfer and deal with the same as he deems fit and proper. Thus, Promoter No. 1, as per the numbering given by the Promoter No.1, is also entitled to sale Apartments/ Shops out of his Share, the Apartment bearing No. _____ admeasuring _____ sq. mtrs. carpet area

and

- (i) Balcony/Verandha 1** having carpet area admeasuring _____ sq. metres
- (ii) Balcony/Verandha 2** having carpet area admeasuring _____ sq. metres
- (iii) Balcony/Verandha 3** having carpet area admeasuring _____ sq. metres
- (iv) Terrace** having carpet area admeasuring _____ sq. metres

Total admeasuring _____ sq. mtrs., forming part of the apartment on the _____ Floor, in **Wing** _____ of the said Building No. 1 and which is a Western/Eastern/ Southern/ Northern part of the Flat No. _____ on the _____ Floor as per the Plans approved by Umergam Municipal Council vide Permission No. 3 dated 9th August 2011 as modified by Permission No. 10 dated 16th August 2013 and as further modified by Permission No. 4 dated 9th February 2016 (hereinafter referred to as "**the said Apartment**")

- r. The Allottee/s has/have agreed to purchase/ acquire from the Promoter No.1 the said Apartment, as per the numbering given by the Promoter No.1, bearing the Apartment bearing No. _____ admeasuring _____ sq. mtrs. carpet area and

(i) **Balcony/Verandha 1** having carpet area admeasuring _____ sq.metres

(ii) **Balcony/Verandha 2** having carpet area admeasuring _____ sq.metres

(iii) **Balcony/Verandha 3** having carpet area admeasuring _____ sq.metres

(iv) **Terrace** having carpet area admeasuring _____ sq.metres

Total admeasuring _____ sq. mtrs., on the _____ Floor, in **Wing** _____ of the said Building No. 1 and which is a Western/Eastern/Southern/Northern part of the Flat No. _____ on the _____ Floor as per the Plans approved by Umergam Municipal Council vide Permission No. 3 dated 9th August 2011 as modified by Permission No. 10 dated 16th August 2013 and as further modified by Permission No. 4 dated 9th February 2016 (hereinafter referred to as "**the said Apartment**") which is more particularly described in the **Third**

Schedule hereunder written and which is shown in **blue** colour hatched lines on the **Floor Plan** annexed hereto and marked as “**Annexure D**”;

- s. The "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

- t. The Allottee has agreed to Purchase the said Apartment from the Promoter No.1 for total consideration of Rs. _____/- (Rupees _____ only) plus applicable GST or any other cess, rate, taxes or penalty payable.

- u. On demand from the allottee, the Promoter No.1 has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Architects of Promoter No.1 and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same;

- v. The authenticated copies of Certificate of Title issued by the Attorney at law or advocate of the Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said Property on which the Apartments are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.

- w. The authenticated copies of the plans of the Layouts as approved by the concerned Local Authority has been inspected by the Allottee.
- x. The authenticated copies of the plans of the Layouts as proposed by the Promoter No.1 and according to which the construction of the buildings and open spaces are proposed to be provided for on the aid project has also been inspected by the Allottee.
- y. Accordingly Vide, Agreement for Sale dated _____ (duly Notarized / registered with the Sub-Registrar of Assurances, Umergaon, under Serial No. _____ on _____), the Promoter No.1 agreed to sell, convey and transfer the said Apartment to the Allottee herein for the said consideration and on the terms and conditions agreed therein.
- z. In terms of the said Agreement for Sale, Allottee has paid to the Promoter No.1 the entire said consideration of Rs. _____/- (Rupees _____ only) on or before the execution of these presents as per the payment schedule specified therein (the payment and receipt whereof the Promoter No.1 do hereby admit and acknowledge);
- aa. The Promoter No.1 has now completed construction of the said building/s in accordance with the said plans and shall obtain/has obtained the requisite Occupancy Certificate bearing.
- bb. In terms of the said Development Agreement it is agreed between the Promoter no.1 and No. 2, that the Promoter No.1 shall be solely liable, accountable and responsible in respect to the said building, it's construction and maintenance, the Promoter No. 1 and the Allottee herein shall not hold the Promoter no.2 liable for any defect liability or any loss, damage or any demand, claim or any charge or liability in respect to the said building and

the Promoter No. 1 and the Allottee shall resolve their disputes within themselves. It is also agreed between Promoter no.1 and Promoter No.2 that the Promoter No.2 i.e. Mr. Rashesh Kashyap Mahadevia, the land owner shall not be in anyway liable and/or responsible or accountable to the allottee under the provisions of The Real Estate (Regulation and Development) Act, 2016.

- cc. The parties satisfying that they have faithfully abide by all the terms, conditions and stipulations contained in the Agreement for Sale executed between him and all applicable laws, are now willing to execute the Sale Deed in respect to the said Apartment by these presents.
- dd. Copies of the Record of Rights/ 7/12 Extract are hereto annexed and marked as Annexure 'F' ;
- ee. Income Tax Permanent Account Number of the Parties are as under:-

Name Of The Party	PAN No.
SHRI RASHESH KASHYAP MAHADEVIA, Proprietor of M/S. DREW PROPERTY PROMOTER NO.1 – Owner	AELPM6333H
M/S. MOMAI BUILDERS AND DEVELOPER, A Proprietorship Concern, with sole Proprietor Shri Karsan Khimabhai Bharwad – Promoter No.1	AFDPB6471Q
1)	
2)	
- Allottee(s)	

ff. A photo copy of the main entrance door of the said Apartment is annexed hereto and marked Annexure "G":

NOW THIS DEED OF SALE WITNESSETH that in pursuance of the said Agreement between the Promoter No.1 and the Allottees hereto and in consideration of the aggregate sum of Rs. _____/- (Rupees _____ only) paid by the Allottees to the Promoter No.1 on or before the execution hereof, being the full purchase price and/or consideration payable by the Allottees to the Promoter No.1 under this Deed of Sale in respect of the transaction herein (the payment and receipt whereof the Promoter No.1 hereby admits and acknowledges and of and from the same and every part thereof acquits, releases and discharges the Allottees forever) **HE** the Promoter No.1 does hereby conveys, sells, transfers, grants, assigns and assures unto the Allottees **AND THEY** the Owner do hereby confirm such conveyance, sale, transfer, grant, assignment and assurance unto the Allottees forever of the said Apartment being the residential Flat No. ____ admeasuring ____ sq. Ft. carpet area and equivalent to ____ **Sq. Ft.** saleable area (____ **sq. mtrs.**) (which is inclusive of balconies) on the ____ Floor, in **Wing** ____ of Building No. **1** and which is a Western/Eastern/Southern/Northern part of the Flat No. _____ on the ____ Floor as per the Plans approved by Umergam Municipal Council vide Permission No. 3 dated 9th August 2011 as modified by Permission No. 10 dated 16th August 2013 and as further modified by Permission No. 4 dated 9th February 2016, and more particularly described in the Third Schedule hereunder written and all the benefits arising therefrom and/or incidental thereto **TO HAVE AND TO HOLD** the said Apartment and all the benefits in respect thereof arising therefrom and/or incidental thereto hereby granted, transferred, conveyed and assured or intended or expressed so to be with their and every of their rights, members and appurtenances unto and to the use of the Allottees forever as tenants in common having equal shares **AND THE PROMOTER NO.1 DOTH HEREBY COVENANT WITH THE ALLOTTEES** that the Promoter No.1 has not done committed or omitted to do or knowingly suffered to be done or been party or privy to any act, deed or thing whereby or by means whereof the Promoter No.1's share, right, title and interest in the said Apartment hereinbefore expressed to be hereby assigned, conveyed, transferred,

assured or intended so to be unto and to the use of the Allottees in the manner aforesaid has been or may be charged or encumbered or affected in the title, estate or otherwise howsoever or whereby the Promoter No.1 is hindered or prevented from transferring, conveying, selling, assigning and assuring the said Apartment in the manner aforesaid **AND THAT** it shall be lawful for the Allottees from time to time and at all times hereafter peaceably and quietly to hold and enter upon, have, occupy, possess and enjoy the said Apartment and receive the rents, issues and profits thereof and of and every part thereof for their use and benefit and without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the Promoter No.1 or from or by any person or persons lawfully or equitably claiming or to claim by from under or in trust for the Promoter No.1 and that free and clear and freely and clearly and absolutely exonerated, released and forever discharged or otherwise by the Promoter No.1 well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, titles and charges and encumbrances whatsoever either already or to be hereafter had, made, executed, occasioned or suffered by the Promoter No.1 or any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Promoter No.1 **SUBJECT HOWEVER TO** the Allottees observing, performing, abiding by and/or complying with all the covenants, undertakings, terms and conditions hereinafter contained **AND FURTHER THAT** he the Promoter No.1 and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Apartment or any part thereof by from under or in trust for the Promoter No.1 shall and will from time to time and at all times hereafter at the request and cost of the Allottees do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, conveyances and assurances in law whatsoever for the better, further and more perfectly and absolutely assigning and assuring the said Apartment and every part thereof hereby conveyed and transferred unto and to the use of the Allottees in the manner aforesaid as shall or may be reasonably required by the Allottees or his heirs, executors, administrators and assigns or his counsel-in-law **AND THIS INDENTURE FURTHER WITNESSETH** that the Allottees for himself/herself/themselves and also for his/her/their heirs, executors, administrators and assigns and nominees, hereby covenant, agree and undertake to observe, perform, abide by

and/or comply with, inter alia, the following covenants, undertakings, terms and conditions which will form an integral part of this Deed of Sale and the ownership of the said Apartment and as incidental thereto the use of the said parking space by the Allottees and his heirs, executors, administrators, assigns and nominees, viz.,

- (1) The Allottees shall, without any delay or default, make regular payments of the proportionate taxes levied by the Council and other concerned authorities from time to time as also other outgoings and maintenance charges payable in respect of the said Apartment to the Promoter No.1 or 2 as may be applicable and thereafter to the registered a Co-operative Society or any other Corporate Body or Association of Persons or an Apex Body.
- (2) The Allottees shall not use or cause to be used the said Apartment or any part thereof for any purpose other than that as residence. The Allottees shall not use or cause to be used the said parking space for any purpose other than that as car parking space for parking a vehicle. The Allottees further agree not to use the said Apartment for any purpose which is not permitted under the law.
- (3) The Allottees shall within a period of ten days from receipt of a written demand from the Promoter No.1 / Promoter No.2, sign and execute the requisite application and other documents and papers necessary for becoming a member of a Co-operative Society / Limited Company / Condominium or any other Corporate Body of acquirers of Apartments / units in the said building which may be formed or incorporated by or under the direction of the Promoter No.1. The Allottee agrees to abide by and observe the bye-laws, rules and regulations of such body on being admitted as a member thereof. Until such Co-operative Society / Limited Company / Condominium or any other Corporate Body is formed by the Promoter No.1, the Allottees shall be liable to pay all the local taxes, betterment charges, outgoings and maintenance charges and all other levies levied by the Council or the concerned local authorities and/or Government including water charges, insurance charges for installation, replacement, repairs, user and maintenance of lifts, building and

common lights, remuneration and salaries of clerks, bill collectors, watchmen / security guards / sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and the said building to the Promoter No.1. Such taxes, levies and other charges shall be determined on the basis of rates fixed from time to time by the Municipality or other local authority or Government for residential user of the said Apartment. In the event, the Council issues bills / demands for taxes separately for the said Apartment, the Allottees shall pay the same directly to the Council.

- (4) The Allottees is aware that Promoter No. 1 is in the process of the developing the said Larger Property. Thus any common amenities specifically developed for the entire Bela Residency shall be jointly used and enjoyed by the Allottee alongwith the other occupants of the said Building and the occupants of the entire Bela Residency.
- (5) The Allottees have checked and satisfied himself with regard to all the amenities, fittings and fixtures installed in the said Apartment and the specifications and quality thereof.
- (6) The Promoter no1 has further informed the Allottees that the Owner will have an absolute discretion and option, subject to the Development Control Regulations of the said Council, to sub-divide the said Larger Property and/or amalgamate/ club the same with any other adjoining land and to carry out the development thereof in such manner as the Owner may deem fit and proper ;
- (7) The Promoter has informed and the Allottee is aware that the Promoteris developing the entire larger property in phases and he shall construct Swimming Pool and a Club House facilities on or before 31st March 2022, even though possession of Apartment is given earlier.
- (8) The Owner have further informed the Allottees and the Allottees are aware that the Owner will have an option to and at present they propose to carry out the development of the said Property and the said Larger Property in a phased manner,

i.e. by carrying out construction of one or more buildings simultaneously or one after another and hence the development of the said Larger Property will continue for a longer duration till completion thereof in its entirety;

- (9) The Allottees shall permit the Promoter No.1 / Promoter No.2 and their servants and agents with or without workmen and other persons at all reasonable time, to enter into and upon the said Apartment or any part thereof to view and examine the state and condition thereof for the purpose of repairing any part of the building and cleaning, lighting and keeping in service drains, pipes, cables, water sources, gutters, wiring, walls or structures or other conveniences belonging to or provided or used for the said building and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires, gutters and cables and for similar other purposes contemplated herein.
- (10) The Allottees shall maintain at their own costs the said Apartment purchased by him and the said parking space in the same condition, state and order in which they are delivered to him and shall abide by all bye-laws, rules and regulations of the Government, Municipality and all other authorities and local bodies and of the society / condominium / corporate body to be formed as mentioned above and shall be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms, conditions and covenants contained herein.
- (11) The Allottees hereby agree that in the event of any amount becoming payable by way of levy or premium to the Municipality or to the State Government or in the event of any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said property and/or the various Apartment to be constructed thereon, the same shall be reimbursed by the Allottees and the other acquirers of Apartments / units in the building to the Promoter No.1 / Promoter No.2 in proportion to the areas of their respective Apartment in the said building.

- (12) The Allottees shall be liable to pay all the costs, charges and expenses, including stamp duty, Registration fees, GST, property tax and registration charges in respect of this Deed of Sale and the Deed of Conveyance / Lease (latter on pro-rata basis along with other Apartment acquirers in the proposed building) and all other incidental documents and writings and penalty for deficit stamp duty, if any, in respect thereof and shall be responsible for lodging this Deed of Sale and having the same registered and shall indemnify the Promoter No.1 / Promoter No.2 and shall keep the Promoter No.1 / Promoter No.2 indemnified at all times in respect thereof and also in respect of any penalties which may be levied with regard thereto.
- (13) The Allottees shall further pay, within 10 days from the date they are called upon to do so by the Promoter No.1 / Promoter No.2, proportionate contribution / share of expenses / deposits payable, costs, charges and expenses for formation and registration of the proposed society / corporate body and in respect of share money and application / entrance fee of the proposed society / corporate body.
- (14) Until the municipal taxes and water charges are fixed and separately assessed and the exact amount of outgoings is worked out for each of the Apartment, the Allottees and other acquirers shall regularly pay to the Promoter No.1 / Promoter No.2 until incorporation of a co-operative society / condominium of apartment holders / company / corporate body, the amounts provisionally determined by the Promoter No.1 / Promoter No.2 to be payable by each of the acquirers including the Allottees for such taxes, charges and outgoings. If the amounts so recovered by the Promoter No.1 / Promoter No.2 are more than the actual outgoings worked out for the Apartment purchased by the Allottees, the amount in excess shall be refunded to the Allottees or co-operative society / condominium of apartment holders / company / corporate body when registered after the administration of the said building is handed over by the Promoter No.1 / Promoter No.2 and if the amount so recovered is less than the actual amount worked out, the Allottees shall immediately pay on demand to the Promoter No.1 / Promoter No.2 the amount of difference.

- (15) The Allottees for himself/ herself with an intention to bring all persons into whose hands the said Apartment may come, do hereby further covenant with the Promoter No.1 / Promoter No.2 as follows:
- (a) Not to demolish or cause to be demolished the said Apartment 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 said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment are situated and not to affix or attach any box-grills of whatsoever materials and nature or any other type of attachment to the walls of the said Apartment and shall keep the sewers, drains, pipes in the said Apartment and appurtenances thereto in good, tenantable repair and condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment are situated, shall not cause in any other manner damage to the columns, beams, walls, slabs, or RCC Partis or other structural members in the said Apartment without the prior written permission of the Promoter No.1 / Promoter No.2 and/or the society / condominium of apartment holders / company / corporate body when registered;
 - (b) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Apartment are situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
 - (c) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the building in which the said Apartment are situated;
 - (d) 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 any other public authority on account of change of user of

the said Apartment by the Allottees for any purpose other than for residential purpose, provided however that by virtue of such bearing or paying increase in local taxes etc., the Allottees shall not have a right nor shall the Allottees be deemed to have been empowered or authorised to change the user of the said Apartment for any purposes other than residential in respect of the said Apartment and other than a car parking space in respect of the said car parking space, without the express written consent of the Promoter No.1 / Promoter No.2 / co-operative society / condominium of apartment holders / company / corporate body and such change of user, if any, shall not be deemed to have been condoned or authorised or regularized by reason of such payment;

- (e) Pending incorporation of a co-operative society / corporate body and the Allottees being admitted to membership thereof, not to let, sub-let, transfer, assign or part with the said Apartment without the prior written consent of the Promoter No.1 / Promoter No.2 which the Owner / Promoter No.1 shall be entitled to refuse if any dues payable by the Allottees to the Promoter No.1 / Promoter No.2 as per this Deed of Sale are not fully paid up and even after such payment, if the Allottees are in breach or non-observance of any of the covenants, undertakings, terms and conditions herein contained;
- (f) To observe and perform all the rules and regulations of the co-operative society / condominium of apartment holders / company / corporate body to be incorporated as aforesaid and also of federation or apex body or an association of persons which may be formed hereafter comprising of all the societies / condominium / companies / corporate bodies to be incorporated as mentioned above and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments/units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottees shall also observe and perform all the stipulations and conditions laid down by

the co-operative society / condominium of apartment holders / company / corporate body regarding the occupation and use of the Apartments/units in the building and also of the federation or association of such co-operative societies / condominium / companies or other corporate bodies in the said "Bela Residency" layout and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the covenants, undertakings, terms and conditions herein contained;

- (g) To maintain the said Apartment at the Allottees' own cost in good, tenantable repair and condition from the date hereof and not to do or suffer to be done in or to the building in which the said Apartment are situated or to the staircase or any passages anything 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 or to the building in which the said Apartment are situated and/or to the said Apartment or any part thereof;
- (h) Not to store in the said Apartment any goods which are hazardous, combustible or of a dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment are situated or storing of which goods is objected to by the concerned local or other authorities and shall not carry or cause to be carried heavy packages which may damage or are likely to damage the staircases, common passages, lifts or any other part of the building in which the said Apartment are situated and in case any damage is caused to the building in which the said Apartment are situated or to the said Apartment on account of negligence or default of the Allottees in this behalf, the Allottees shall be liable for the consequences of such breach;
- (i) To carry out at their own costs all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which the same are delivered by the Promoter No.1 / Promoter No.2 to the Allottees

and shall not do or suffer to be done anything in or to the building in which the said Apartment are situated or to the said Apartment, which may contravene the rules and regulations and/or bye-laws of the concerned local authority or other public authority, and in the event of the Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and liable for the consequences thereof;

- (16) The Promoter No.1 / Promoter No.2 shall always have and shall be deemed to have full, absolute and exclusive right to sell and/or dispose of and / or allot and / or permit use of the unsold Apartments/units and unallotted car parking spaces in the said building at all times. The Allottees herein and other acquirers of Apartments/units in the said building will not be entitled to and will not raise any objections to or interfere with such sale or disposal or allotment or permission. The Promoter No.1 / Promoter No.2 will, however, have the option to become members of such co-operative society / condominium of apartment holders / company / corporate body to be incorporated if they so desire, until the sale of such Apartment hereafter. It is further clearly agreed and understood that the Promoter No.1 / Promoter No.2 shall have good right, full power and absolute authority to sell or dispose of the unsold Apartment in the building/s being constructed on the said property by the Promoter No.1 / Promoter No.2 for residential and/or commercial or any other use as may be permitted by the Council and the other concerned authorities.
- (17) The Promoter No.1 / Promoter No.2 will always have the right to permit the Electricity Supplying Company or any other authority to install and/or put up on any portion/s of the said property a sub-station / sub-stations as may be required by the Electricity Supplying Company and/or Municipality and/or any other authority and if so required, to commit or grant a lease / leases or leave and licence in respect of a portion / portions of the said property or set aside such portion/s of the said property for any such purpose.

- (18) The Allottees shall be liable to bear and pay the proportionate share, i.e. share in proportion to the area of the said Apartment, all the outgoings in respect of the said property and the building constructed thereon, viz. local taxes, betterment charges / taxes and all other levies by the concerned local authorities and/or government, water charges, insurance premium, charges for common lights, repairs and salaries of the bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and the buildings constructed thereon until a society / societies, company / companies or association/s is / are formed and the said property and the buildings are transferred to it / them. Until the Allottees' share in such outgoings, etc. is determined, the Allottees shall pay to the Promoter No.1 / Promoter No.2 provisional contribution for a period of 24 months in aggregate Rs._____/ - (Rupees _____ only) towards such outgoings. The amounts so paid by the Allottees to the Promoter No.1 / Promoter No.2 shall not carry any interest and shall remain with the Promoter No.1 / Promoter No.2 for disbursement by the Promoter No.1 / Promoter No.2 as mentioned above, until a Deed/s of Conveyance or a Deed/s of Lease is / are executed in favour of the Society / Societies / Company / Companies / Association/s as aforesaid. The Allottees undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of each and every month in advance.
- (19) The Promoter No.1 / Promoter No.2 have informed the Allottees and the Allottees is aware that the Promoter No.1 / Promoter No.2 have provided a bore well along with pumps for supplying water, inter alia, to the three buildings constructed / being constructed on the said plot. The Promoter No.1 / Promoter No.2 will provide a separate electricity meter for the pumps which are used for pumping the water from the said bore well to the overhead water storage tanks of the said three buildings. The charges for electricity consumed for operating the said pumps and charges for maintenance of the said pumps and charges for replacement thereof in future, if any,

and charges for the said electricity meter and for replacement thereof in future, if any, shall be borne and paid on pro-rata basis by all the acquirers of Apartments / units in the said three buildings including the Allottees herein. Such pro-rata charges shall be determined by the Promoter No.1 / Promoter No.2 and intimated to the Allottees from time to time.

- (20) The Promoter No.1 / Promoter No.2 will provide / have provided a generator for the said building in which the said Apartment is situated. The charges for the diesel consumed for operating the said Generator and for maintenance thereof and for replacement thereof in future, if required, shall be borne and paid on pro-rata basis by all the acquirers of Apartments in the said building including the Allottees herein. Such pro-rata charges shall be determined by the Promoter No.1 / Promoter No.2 and intimated to the Allottees from time to time.

AND THIS INDENTURE FURTHER WITNESSETH that simultaneously with the execution hereof the Promoter No.1 have handed over to the Allottees the vacant and peaceful possession of the said Apartment being Flat No. ____ admeasuring ____ sq. Ft. carpet area and equivalent to ____ **Sq. Ft.** saleable area (____ **sq. mtrs.**) (which is inclusive of balconies) on the ____ Floor, in **Wing** ____ of the said Building No. 1 along with the balconies / terrace as stated herein above and which is a Western/Eastern/Southern/Northern part of the Flat No. ____ on the ____ Floor as per the Plans approved by Umergam Municipal Council vide Permission No. 3 dated 9th August 2011 as modified by Permission No. 10 dated 16th August 2013 and as further modified by Permission No. 4 dated 9th February 2016, which is more particularly described in the Third Schedule hereunder written **AND THIS INDENTURE FURTHER WITNESSETH** that the Allottees shall be entitled to use and enjoy all the common areas / passages in the said building in common with the other Apartment acquirers in the said building **AND THIS INDENTURE FURTHER WITNESSETH** that the stamp duty and registration charges payable on this Deed of Sale are payable by and have been paid by the Allottees **AND THIS INDENTURE LASTLY WITNESSETH** that the Allottees have entered into the transaction of purchase of the Apartment as herein recorded, after obtaining adequate legal advice.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground situate lying and being at Mouje Umergam, Taluka Umergam, District Valsad, within the Registration Sub-District of Umergam admeasuring 20235 Sq. Mtrs. approximately bearing survey No. 114/1/p1/p1 and bounded as follows :

- On or towards the East : partly by L. S. No. 114 / P and partly by L. S. No. 284 of Taluka Umergam;
- On or towards the West : partly by L.S. No. 85 and partly by L. S. No. 281 of Taluka Umergam;
- On or towards the North : by 30 mtr wide DP road known as Umergam Station Road;
- On or towards the South : partly by Survey No. L. S. No. 308 and partly by L. S. No. 85 of Taluka Umergam.

THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground situate lying and being at Mouje Umergam, Taluka Umergam, District Valsad, within the Registration Sub-District of Umergam admeasuring 2484.90 square metres being a portion of the land bearing Survey No. 114/1/p1/p1 and bounded as follows:

- On or towards the East : by land bearing L. S. No. 114 (part);
- On or towards the West : by land bearing L. S. No. 114 (part) and beyond that by an internal road of the Bela Residency layout bearing L. S. No. 114 (part);

On or towards the North : by land bearing L. S. No. 114 (part);
 On or towards the South : by land bearing L. S. No. 114 (part) and beyond
 that by an internal road of the Bela Residency
 layout bearing L. S. No. 114 (part).

THE THIRD SCHEDULE ABOVE REFERRED TO

The Apartment bearing No. _____ admeasuring _____ sq. mtrs. carpet area
 and

- (i) **Balcony/Verandha 1** having carpet area admeasuring _____ sq.metres
- (ii) **Balcony/Verandha 2** having carpet area admeasuring _____ sq.metres
- (iii) **Balcony/Verandha 3** having carpet area admeasuring _____ sq.metres
- (iv) **Terrace** having carpet area admeasuring _____ sq.metres

Total admeasuring _____ sq. mtrs., on the _____ Floor, in **Wing** _____ of the said
 Building No. **1** and which is a Western/ Eastern/ Southern/ Northern part of the Flat
 No. _____ on the _____ Floor as per the Plans approved by Umergam Municipal
 Council vide Permission No. 3 dated 9th August 2011 as modified by Permission No.
 10 dated 16th August 2013 and as further modified by Permission No. 4 dated
 9th February 2016 and bounded as follows :

On or towards the East :
 On or towards the West :
 On or towards the North :
 On or towards the South :

SIGNED AND DELIVERED by the _____)
 within named Promoter No.1 _____)

Name of the Promoter No.1	Signature	Photograph	Left Hand Thumb Impression
M/S. MOMAI BUILDERS AND DEVELOPERS Through its Proprietor Shri Karshanbhai Khimabhai Bharwad			

In the presence of...

SIGNED AND DELIVERED by the)
within named Promoter No.2)

Name of the Promoter No.2	Signature	Photograph	Left Hand Thumb Impression
MR. RASHESH KASHYAP MAHADEVIA for himself and as Sole Proprietor of M/S. DREW PROPERTY DEVELOPERS PROMOTER NO.2			

In the presence of...

SIGNED AND DELIVERED by the)
within named Allottee)

Name of the Allottee	Signature	Photograph	Left Hand

			Thumb Impression

In the presence of...

RECEIVED of and from the within named Allottee a sum of Rs. _____/-
 (Rupees _____ Only) by _____ cheques vide cheque bearing no .
 _____, _____, _____ dated _____ drawn on _____
 branch entire consideration paid by him/her/it/them to us.

I say received,

For **Momai Builders And Developer**

Karshanbhai Khimabhai Bharwad

Proprietor

Witnesses:

- 1.
- 2.

