

SHREE

Sale Deed of the Immovable property situated in Registration District Vadodara Sub District Vadodara-3 (Akota) in the sim of Village Kalali, Taluka Vadodara for ₹ [REDACTED] /- in words Rupees [REDACTED] only.

WHEREAS on this day Posh (Sud) [REDACTED] of Samvat Year 2071, [REDACTED] day, English Date : [REDACTED] :

THE PARTY OF THE FIRST PART :-

[REDACTED] , Hindu Inhabitant, Aged about [REDACTED] Years, Occupation [REDACTED] , Residing at [REDACTED] . Having **PAN NO.** [REDACTED] . Who will be hereinafter referred to in this Sale Deed as the Vendee - the Party of the First Part or you, which expression mean and includes, the vendee, his heirs, successors, assignees, executors, administrators, bearers and advocates, etc.

AND WHEREAS THE VENDOR OF THIS SALE DEED,

THE PARTY OF THE SECOND PART/LAND OWNER :-

Mr. RAKESH KANTIBHAI PATEL, Hindu Inhabitant, Aged about 37 Years, Occupation - Managing Partner of Kamlesh Gandhi Infrastructure, Residing at 401, Spring Retreat, Bhayli, Vadodara. Having **PAN NO. AAKFK 0103G.** Who will be hereinafter referred to in this Sale Deed as the Vendor - Land Owner or the Party of the Second Part or We, which expression means and includes, the Vendor, his heirs, successors, assignees, executors, administrators, bearers and advocates, etc.

AND

THE PARTY OF THE THIRD PART/CONFIRMING PARTY :-

M/S. PAWAN INCORPORATION, a Partnership Firm having its Registered Office at 1, Madhuvan Park Society, Opp. T.P. 11 Garden, Sama, Vadodara, having **PAN NO.** [REDACTED] & on behalf of the said Partnership Firm, its Managing Partner, Mr. MANAN CHETANKUMAR SHAH, Hindu Inhabitant, Aged about 28 Years, Occupation Business. Who will be hereinafter, in this Sale Deed referred to as the Party of the Third Part or the

Confirming Party or the Consenting Party. Which expression means and includes, the Party of the Third Part - i.e. all the Partners of the said Partnership Firm, their legal heirs, successors, assignees, executors, administrators, bearers and advocates, etc.

WHEREAS we, the Party of the Second Part & the Party of the Third Part, execute this Sale Deed in favour of you, the Party of the First Part that :

We, the Party of the Second Part are the owners and occupants of the Land bearing Block No. 86, 88 & 91 situated in the sim of Village Kalali, Taluka Vadodara. For the said Land, we, the Party of the Second Part has executed an Agreement in favour of the Party of the Third Part & thus the Party of the Third Part has been joined in this Sale Deed as a Confirming Party. And accordingly at the instance & consent of the Confirming Party, the property described hereunder in the schedule, has been sold to you, the Party of First Part for the Sale consideration of ₹ _____ /- in words Rupees _____ only. And the said sum of ₹ _____ /- in words Rupees _____ only has been received from you, the Party of the First Part, by installments till today by cash and cheques. For which separate receipts are also issued to you, the Party of the First Part. And in consideration of the said sum & with the consent of the Party of the Third Part, the said plot described hereunder in the schedule of the property is sold to you, the Party of the First Part and we have handed over the actual physical possession of the said property to you, the Party of the First Part. Description of the property sold is as under :-

:- SCHEDULE OF THE PROPERTY SOLD :-

In Registration District Vadodara, Sub District Vadodara-3 (Akota), in the sim of Village Kalali, Taluka Vadodara, there is a land bearing,

<u>R.S. NO.</u>	<u>Block No.</u>	<u>Hector-Are</u>	<u>Akar ₹</u>
97	86	1-19-38	10=19
96	88	0-69-81	7=12
100	91	0-48-56	4=12

The total land area is admeasuring about 23775 Sq.Mts. Out of the entire land; after deducting the 18 Mts. wide Naliya Road Land, admeasuring about 793.10 Sq.Mts. the remaining land is admeasuring about **22981.90 Sq.Mts.** For that land, the Vadodara Urban Development Authority (VUDA) has granted the revised development permission vide No. U.D.A/Plan-1/Permission/01/2013 Dated 2-6-2014 for the residential scheme named as, " **VICENZA VANAKKAM** ". As demarked in the approved plan, Sub Plot No. [REDACTED] is hereby sold to you, the Party of the First Part. The said plot is admeasuring about [REDACTED] Sq.Fts., having the undivided proportionate Common Road Land area & Common Plot Land area admeasuring about [REDACTED] Sq.Fts. Thus, the total land area of the said Plot is admeasuring about [REDACTED] Sq.Fts. The said plot is bounded as under :-

Towards East :

Towards West :

Towards North :

Towards South :

As described in the above schedule, the land bearing Block No. 86, 88 & 91 is located in the Residential Zone. The District Collector, Vadodara, vide his order No. N.A./S.R./292/2013-2014 No. Land-D/Kalam-65/Vashi/2805/2013 Dt. 1-8-2013 have granted N.A. permission for using the land bearing Block No. 86 for Non-Agriculture purpose. Similarly the District Collector, Vadodara, vide his order No. N.A./S.R./294/2013-2014 No. Land-D/Kalam-65/Vashi/2806/2013 Dt. 1-8-2013 have granted N.A. permission for using the land bearing Block No. 88 for Non-Agriculture purpose. Similarly the District Collector, Vadodara, vide his order No. N.A./S.R./293/2013-2014 No. Land-D/Kalam-65/Vashi/2804/2013 Dt. 19-8-2013 have granted N.A. permission for using the land bearing Block No. 91 for Non-Agriculture purpose.

Thus, the said plot, as described hereinabove in the schedule of the property sold, together with the access for ingress and egress, together with all the rights appurtenant thereto has been sold to you, the Party of the First Part, together with the actual possession thereof, permanently. So, we, the Party of the Second Part and the

Party of the Third Part, and the heirs, successors of the Party of the Second Part & the Party of the Third Part have no right, title, interest and claim of any nature over the said property. Now you, the Party of the First Part, your heirs, successors have absolute right over the said property. Therefore, you, the Party of the First Part and your heirs, successors etc. are entitled and have right to use and enjoy the said property as per your wish and whims, and can transfer the said property to any one, by way of mortgage, sale, gift or otherwise. Moreover you, the Party of the First Part are entitled to make construction of your house as per the construction permission received from the Vadodara Urban Development Authority (VUDA).

We, the Party of the Second Part & the Party of the Third Part have not created any charge of any nature over the said property in any manner. The said property is free from any encumbrances, and the title to the said property is clear and marketable. And for which, the title clearance certificate is been issued by Advocate Mr. Prakash Jayantilal Parikh on Dt. 21-5-2014. Moreover after verifying the same & after having full satisfaction for that, you, the Party of the First Part had purchased this property.

That you, the Party of the First Part are entitled to mutate and transfer this property in your name in the Extract of 7 at Talati Office & other Government & Semi Government Offices as required, on the basis of this Sale Deed and for that we, the Party of the Second Part and the Party of the Third Part hereby bind to give consent, statements and signature, whenever required by you, the Party of the First Part.

That the name of the scheme is given " **VICENZA VANAKKAM** " and the same shall remain permanent.

That for the scheme named 'VICENZA VANAKKAM', for the Common Facilities & Amenities of the whole scheme, we, the Party of the Third Part are going to provide common amenities like Main line of drinking water & drainage; Underground GEB Cabling; Tri-mix Cement Concrete Road; Street light on the road; Garden & Club House in the Common Plot. That in order to maintain all these

facilities and amenities, for the payment of Electricity Light Bills, Municipal Taxes, Government & Semi Government taxes etc., a society or an association is to be formed for the whole scheme named 'VICENZA VANAKKAM' and you, the Party of the First Part have to become its member compulsorily and you are required to pay the proportionate maintenance charges and all other charges as per your share in the land and with fulfillment of this condition only, the said plot described in the aforesaid schedule is hereby sold to you, the Party of the First Part. Moreover all the repairs & maintenance of all the aforesaid facilities and amenities shall be carried out from the amount of membership fees collected from all the members of the said society or association formed. Moreover if in future, if this amount is found to be insufficient to maintain all the aforesaid facilities & amenities, then in that case, each and every member of the said society has to pay the amount as per their proportionate share in the land compulsorily and similarly, you the Party of the First Part, also have to pay the said amount as per your share in land compulsorily. Moreover now from today all types of maintenance of the underground electric line installed for the whole scheme of the 'VICENZA VANAKKAM' shall be carried out by the said Association or Society formed or by all the members of the said scheme at their own cost and for the same, we, the vendors will not be responsible for any kind of cause & causes caused for the same and subject to this condition only, you, the Party of First Part has purchase the said property. Moreover for the facilities of the drinking water & drainage, we, the Party of the Third Part are going to provide only the main line of drinking water & drainage in the internal roads of the whole scheme known as 'VICENZA VANAKKAM' i.e. up to existing 18 Mts. wide Naliya Road situated towards the Western Side of the land bearing Block No. 86, 88 & 91 and binding & accepting this condition & situation, you, the Party of the First Part have purchase the said plot from us. And henceforth in future you, individually or with all the owners of the said 'VICENZA VANAKKAM' scheme will not raise any objection against us & in case if you do so, then it will be treated as non-avoid by this Sale Deed. Moreover in future you, the Party of the First Part with all the members of the 'VICENZA

VANAKKAM' scheme has to obtain the connections of the said main lines from the concern Department of the Government at your own cost. Moreover the Party of the Third Part have obtained the necessary permissions from the concern department to carry out the construction work in the plot sold to you, the Party of the First Part and also for the common facilities & amenities of the 'VICENZA VANAKKAM' scheme. So, therefore we, the Party of the Second Part will not be liable for the quality of construction work if carried out by the Party of the Third Part & with that complete understanding only, you, the Party of the First Part have purchased the said plot as described in the aforesaid schedule of the property. Moreover the Party of the Third Part also hereby agree to do all the construction work of the said 'VICENZA VANAKKAM' scheme as per the norms & as per the permissions granted from concern department & will also use all the materials for the construction work of good quality & also will carry out the construction work as per the design given by the concern structure engineer. Moreover for the money paid by you, the Party of the First Part if in future any Income Tax, Service Tax, VAT or any other Government Taxes are found to be paid, then the Party of the Third Part will be sole responsible to pay the said taxes to the concern Government Department, for which we, the Party of the Second Part are not responsible for payment of any kind of such Government Taxes.

That for the whole scheme of 'VICENZA VANAKKAM', the internal roads as demarked in the approved plan shall be used & utilized by all the members of the said 'VICENZA VANAKKAM' scheme commonly as per the rules & regulations formed by the society or association. Moreover all the members of the said 'VICENZA VANAKKAM' scheme will have common right to drive their vehicles & take connection of the Water, Drainage, Gas, Telephone etc. from the lines lay down for the same. And no or any member shall have any right to raise any objection or obstruction or obstacle at the time of taking connections from that laid lines.

That for the whole scheme of 'VICENZA VANAKKAM', the Common Plot as demarked in the approved plan & garden & club house situated in the said common plot shall be used & utilized by all the members of the said 'VICENZA

VANAKKAM’ scheme commonly as per the rules and regulations formed by the society or association.

That the Party of the First Part - Vendee shall bear all the costs of this Sale Deed, such as Stamp Duty, Registration Fees and other expenses and if any additional Stamp Duty is levied in future, it would be the liability of the Party of the First Part to pay the same with fine.

This Sale Deed has been executed by us, the Party of the Second Part & the Party of the Third Part, at our free will and consent with clean heart and with our intellect and the same is agreeable and binding to us, the Party of the Second Part & the Party of the Third Part and all the heirs and successors of the both the parties. This Sale Deed is prepared with the consent and instructions of both the vendors and vendee by License Bond Writer Mr. Yatin Anandlal Shah, License No. 17/93, Resi. Kalpana Society, Waghodia Road, Vadodara.

Here Signatures

Here Witnesses

The party of the Second Part/Land Owner :-

(Mr. Rakesh Kantibhai Patel)
The Party of Third Part :-
For **M/s. Pawan Incorporation,**
Through its Managing Partner

(Mr. Manan Chetankumar Shah)
The Party of the First Part :-

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SCHEDULE AS PER THE CLAUSE 32 (A) OF THE REGISTRATION ACT, 1908

<u>Sr. No.</u>	<u>Name & Signatures</u>	<u>Photograph</u>	<u>Laft Hand Thumb Print</u>
(1)	(Mr. Rakesh Kantibhai Patel)		
(2)	(Mr. Manan Chetankumar Shah)		
(3)	()		