

**Drat Copy**

**File No.4095**

**SALE DEED**

**(Rs.....-00)**

This INDENURE OF SALE DEED in respect of industrial Shed No..... admeasuring ..... sq.mtrs. (Net Plot area) construction of industrial shed admeasuring ..... sq.mtrs (Carpet area) (Ground Floor + Mezzanine Floor) in Block No..... in/of “*MARUTI INDUSTRIAL ESTATE - 2*” - a project consisting of industrial sheds constructed/ floated on 28906 sq.mtrs. N.A. land for the industrial purpose bearing Sub Plot No.24/1/A/1 of Final Plot No. 24/1 of Draft Town Planning Scheme No. 87(Vatva-Vinzol) (given in lieu of amalgamated Revenue Survey No.324/1) situate, lying and being at : Nr. Vatva Railway Station Moje Village : Vinzol, Taluka : Vatva, District : Ahmedabad in the Registration District of Ahmedabad & Sub-District : Ahmedabad-11(Aslali) alongwith proportionate undivided share of ..... Sq.mtrs land in the lands provided for internal roads, common plots, parking etc. in said project in all ..... sq.mtrs. (net plot area + share in land of internal roads, common plots, parking's area) for the total Consideration for/of **Rs.....-00 (Rs. .... only).**

---

This INDENTURE of **SALE DEED** is executed on this ..... Day of November of 202..., By & Between:

---

**PARTY OF THE FIRST PART :**

**THE VENDOR      VIHAANA DEVELOPERS LLP**

PAN. AARFV 0916 F

-a Limited Liability Partnership registered under the Provisions of Limited Liability Partnership Act, 2008 being LLP Identification No. AAN-5247 of 12<sup>th</sup> November, 2018, having it's Registered office: A/32, Mona Park Housing Society, Nr. Harshad Colony, India Colony, Ahmedabad-382350 & works admin. office at : Maruti Industrial Estate-2, Near vatva railway station, vatva, Ahmedabad through its' Partner and authorised signatory :

**Mr.              HIMANSHUBHAI              VINUBHAI  
ZALAVADIYA**

Aadhar Card No. 2355 8128 7416

Aged about 32 years, occ.: Business, Religion: Hindu  
Address: as above

“Hereinafter referred to as party of the first part and /or the “the vendor”, which expression shall, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include said “VIHAANA DEVELOPERS LLP” a Limited Liability partnership firm and it's present and time to time partners, their legal heirs, executors, administrators and successors-in-interest, and permitted assigns etc. all of the FIRST PART”).

AND

**PARTY OF THE SECOND PART:**

**THE PURCHASER/s**    **(1) Mr./Mrs.....**  
PAN. ....  
Aadhar Card No.....  
Aged about ..... years, occ.: Service/ Business,  
Religion : .....  
Residing at :.....  
**(2) Mr./Mrs.....**  
PAN. ....  
Aadhar Card No.....  
Aged about ..... years, occ.: Service/ Business,  
Religion : .....  
Residing at : as above

“Hereinafter referred to as the party of the second part and/or the purchaser/s, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include said purchaser/s and his/her/its/ their legal heirs, successors, executors, administrators, executors, assigns, etc. all of the SECOND PART”).

**WHEREAS,**

Originally N.A. land admeasuring 36957 sq.mtrs bearing Sub Plot No. 24/1/A formed on 84264 sq.mtrs. N.A. land of Final Plot No. 24/1 in Draft Town Planning Scheme No.87 (Vatva-Vinzol) within A.M.C. limit was owned and occupied by Nila Infrastructures Ltd. ; which is incorporated under The Companies Act, 1956 on 26-02-1990 at CIN 04-13417 having its’

registered office at 1<sup>st</sup> Floor of Sambhav House, Opp. Judges Bungalow, Bodakdev, Ahmedabad.

Whereas sub plotting layout of said Final Plot No. 24/1 admeasuring 84262 sq.mtrs was approved by Ahmedabad Municipal Corporation (AMC) vide its' Rajachithhi No.03103/150220/A3349/M1 dated.18-02-2020. Accordingly the land bearing Final Plot No. 24/1 paiki admeasuring 36957 sq.mtrs (given in lieu of Amalgamated Survey No.324/1 of Mouje : Vinzol) in Draft T.P. Scheme No.87 (Vatva-Vinzol) of said Nila Infrastructures Ltd. is allotted Sub Plot No. 24/1/A, now onwards will be referred to as said "entire N.A. land " and is bounded as under i.e. say ;

|                   |                                                                                   |
|-------------------|-----------------------------------------------------------------------------------|
| Towards the East  | :- 18' mtr T.P. Scheme Road                                                       |
| Towards the West  | :- Adjoining Final Plot No. 71                                                    |
| Towards the North | :- Adjoining Final Plot No. 70 and Adjoining Final Plot No. 27 (sub plot No. 3)   |
| Towards the South | :- Final Plot No.24/1 Paiki (S.P. No.24/1/B, S.P. No. 24/1/C and S.P. No. 24/1/D) |

Whereas said Nila Infrastructures Ltd. sold, conveyed and transferred it's said entire N.A. land admeasuring 36957 sq.mtrs bearing Sub Plot No. 24/1/A of Final Plot No.24/1 in Draft Town Planning Scheme No.87 (Vatva-Vinzol) within A.M.C. limit to the Party of the first part - the Vendor Vihaana Developers LLP by a Sale Deed, which deed is registered in the office of the Sub-Registrar of Ahmedabad-11(Aslali) on 20-2-2020 at Serial No.2437 and said N.A. land is mutuited in the name of the Party of the first part - the vendor Vihaana Developers LLP in the revenue record on 28-2-2020 by entry No.8261, which is certified on 13-4-2020 by the circle officer, Vatva-the competent revenue authority.

Thus the Party of the first part - the Vendor Vihaana Developers LLP became absolute owner and occupier of said entire N.A. land admeasuring

36957 sq.mtrs bearing Sub Plot No. 24/1/A of Final Plot No. 24/1 in Draft Town Planning Scheme No.87 (Vatva-Vinzol).

Whereas the Party of the first part - the Vendor divided it's 36957 sq.mtrs land in separate 4(four) sub plots viz by AMC Case No. LTS/SZ/030720/CGDCRV/A3601/M1, Rajachitthi No.03381/030720/A3601/M1, dated.07-07-2020 mentioned in "Table-A" hereunder.

TABLE - A  
(showing information of sub divisions)

| Sr. No | Main Plot No. | Main Plot Area | Sub Plot No                                 | Sub Plot Area |
|--------|---------------|----------------|---------------------------------------------|---------------|
| 1      | S.P.No.24/1/A | 36957.00       | Area Not In Possession of S.P. No. 24/1/A/1 | 236.00        |
| 2      | S.P.No.24/1/A | 36957.00       | Net Area of S.P. No.24/1/A/1                | 28906.00      |
| 3      | S.P.No.24/1/A | 36957.00       | Net Area of S.P. No. 24/1/A/4               | 3409.00       |
| 4      | S.P.No.24/1/A | 36957.00       | Area Not in Possession of S.P. No. 24/1/A/4 | 6.00          |
| 5      | S.P.No.24/1/A | 36957.00       | S.P. No. 24/1/A/2                           | 2620.00       |
| 6      | S.P.No.24/1/A | 36957.00       | S.P. No. 24/1/A/3                           | 1328.00       |
| 7      | S.P.No.24/1/A | 36957.00       | 12.00 Mt Road Area                          | 452.00        |

Whereas, as shown in "Table-A" hereinabove, leaving 8051 sq.mtrs land out of said 36957 sq.mtrs land (say 236 sq.mtrs land of Sub Plot No. 24/1/A/1 and 06 sq.mtrs land of Sub Plot No.24/1/A/4 being not in possession with the vendor + 452 sq.mtrs land area of approach road + 2620 sq.mtrs land of Sub Plot No.24/1/A/2 + 1328 sq.mtrs land of Sub Plot No. 24/1/A/3 and 3409 sq.mtrs land of Sub Plot No. 24/1/A /4) on balance/ remaining 28906 sq.mtrs land of Sub Plot No. 24/1/A /1 after making the provision for common plots, internal roads, car parking, drive ways etc. the vendor has floated a project of industrial sheds in the name and style of "MARUTI INDUSTRIAL ESTATE-2" .

The party of the first part - the vendor hereby declares/clarifies that alongwith the vendor (owner and occupier of Sub Plot No.24/1/A/1 - Maruti Industrial Estate-2 project land) and its' employees/staff, workers/customers / visitors / invitees AND the employees / staff, workers / customers / visitors /invitees of the sheds/units /properties holders/ occupiers of/in said Sub Plot No.24/1/A/2 + Sub Plot No.24/1/A/3 + Sub Plot No.24/1/A/4 can use said 12.00 mtr wide approach road joining to 18.00 mtr T.P Scheme Road for ingress and egress with and/or without vehicles following the rules and regulations framed/decided for.

**The boundaries of said Sub plot No. 24/1/A/1 ;**

**“Maruti Industrial Estate-2 project land”**

Towards the East :-Sub Plot No. 24/1/A/4, 12.00 mtr Private approach road joining to 18.00 mtr T.P. Scheme Road and Sub Plot No. 24/1/A/2

Towards the West :- Adjoining Final Plot No. 71

Towards the North :- Adjoining Final Plot No. 70 and Adjoining Final Plot No. 27 (sub plot No. 24/1/A/3)

Towards the South :- Final Plot No.24/1 Paiki (S.P. No.24/1/B, S.P. No. 24/1/C and S.P. No. 24/1/D)

Ahmedabad Municipal Corporation (AMC), Ahmedabad has sanctioned plan for the construction of the industrial sheds on said 28906 sq.mtrs. N.A. land and has issued separate 15(fifteen) permissions for construction/commencement letter (Rajachitthi) mentioned in “TABLE-B” hereunder written.

**“TABLE-B”**

(Permission for construction/commencement Letter)

| <b>Sr.No.</b> | <b>Block No.</b> | <b>Rajachitthi No. &amp;</b> | <b>Date</b> |
|---------------|------------------|------------------------------|-------------|
| 1             | A                | 03699/080920/A3871/R0/M1,dtd | 14-09-2020  |
| 2             | B                | 03699/080920/A3872/R0/M1,dtd | 14-09-2020  |
| 3             | C                | 03699/080920/A3873/R0/M1,dtd | 14-09-2020  |

|    |   |                                         |
|----|---|-----------------------------------------|
| 4  | D | 03699/080920/A3874/R0/M1,dtd 14-09-2020 |
| 5  | E | 03699/080920/A3875/R0/M1,dtd 14-09-2020 |
| 6  | F | 03699/080920/A3876/R0/M1,dtd 14-09-2020 |
| 7  | G | 03699/080920/A3877/R0/M1,dtd 14-09-2020 |
| 8  | H | 03699/080920/A3878/R0/M1,dtd 14-09-2020 |
| 9  | I | 03699/080920/A3879/R0/M1,dtd 14-09-2020 |
| 10 | J | 03699/080920/A3880/R0/M1,dtd 14-09-2020 |
| 11 | K | 03699/080920/A3881/R0/M1,dtd 14-09-2020 |
| 12 | L | 03699/080920/A3882/R0/M1,dtd 14-09-2020 |
| 13 | M | 03699/080920/A3883/R0/M1,dtd 14-09-2020 |
| 14 | N | 03699/080920/A3884/R0/M1,dtd 14-09-2020 |
| 15 | O | 03699/080920/A3885/R0/M1,dtd 14-09-2020 |

As per said sanctioned plans and permissions for the construction /commencement letter (Rajachithhi) mentioned in “TABLE-B” hereinabove, said “*MARUTI INDUSTRIAL ESTATE-2*” project is consisting of total 15 Blocks (Block “A” to Block “O”) and 279 industrial sheds viz., Block Number-A (19 industrial sheds), Block Number-B (22 industrial sheds), Block Number-C (20 industrial sheds), Block Number-D (22 industrial sheds), Block Number-E (20 industrial sheds), Block Number-F (22 industrial sheds), Block Number-G (20 industrial sheds), Block Number-H (11 industrial sheds), Block Number-I (15 industrial sheds), Block Number- J (12 industrial sheds), Block Number-K(21 industrial sheds), Block Number- L (20 industrial sheds), Block Number- M (27 industrial sheds), Block Number-N (28 industrial sheds) and Block Number- O (Sec. RM, Pump Room, O.H.W.T.). Now onwards in this Sale Deed, said “*MARUTI INDUSTRIAL ESTATE-2*” project shall also be referred to as “**said project**”.

**Whereas**

The party of the first part-the vendor in/of this SALD DEED Vihaana Developers LLP has/have got registered its' said "*MARUTI INDUSTRIAL ESTATE-2*" Project under the provisions of the Real Estate (Regulation and Development) ACT, ("RERA") with the Real Estate Regulatory Authority at Gandhinagar, Gujarat on .....-.....-202... under Registration No.....

Whereas said 28906 sq.mtrs. N.A. land bearing Sub plot No. 24/1/A/1 of Final Plot No.24/1 of Draft Town Planning Scheme No.87 (Vatva-Vinzol) is not declared as the excess/surplus land under the provisions of The Urban Land (Ceiling & Regulations) Act, 1976 and said Act is repelled by Central Government of India w.e.f. 13-3-1999 and by the Government of Gujarat w.e.f. 30-3-1999.

Whereas party of the first Part - the vendor Vihaana Developers LLP is fully competent to make the construction of industrial sheds on said N.A. land and to sell/ convey/transfer such shed/s alongwith the undivided land and having such authority the vendor got constructed to construct and/or to get constructed said "*MARUTI INDUSTRIAL ESTATE-2*" project on its' said entire land and as it is also competent to sell/ convey/transfer the sheds constructed in said project alongwith proportionate and/or undivided land and relevant rights.

The party of first part-the vendor has started the construction development activities as per plan for the construction approved by Ahmedabad Municipal Corporation (AMC) and permission for construction (Rajachiththi) on said 28906 sq. mtrs. N.A. land and construction of many industrial sheds including industrial shed of this sale deed is completed and ready for possession.

Whereas **after** examining/verifying the rights title of party of the first part-the vendor to the land of said project and the property in question AND also examining/verifying the relevants documents, plan, permissions and the

construction work and the amenities provided in said project and acquiring the full information and knowledge regarding said project, without any complaint and/or doubts, the party of the second part-the purchaser/s has/have applied to party of the first part -the vendor for a industrial shed for him/her/it/them in said project on....-.....-202... vide application No..... and pursuant to said application he/she/it/they has/have booked industrial shed No. .... admeasuring ..... sq.mtrs. (Net Plot area) construction of industrial shed admeasuring ..... sq.mtrs (Carpet area) (Ground Floor + Mezzanine Floor) in Block No..... in/of “*MARUTI INDUSTRIAL ESTATE -2*” project alongwith proportionate undivided share of admeasuring ..... sq.mtrs land and rights in internal roads, common plots, parking, common facilities/amenities provided in said project and the party of the first part-the vendor and the party of the second part-the purchaser/s, has/have fixed up the price/consideration of said industrial shed and the proportional undivided land pertaining to said industrial shed now onwards in this Sale Deed will also be referred to as “SAID PROPERTY and or said INDUSTRIAL SHED” being consideration/amount Rs.....-00 (Rs.....only) and have entered into an agreement for sale/banakhat (without possession) now onwards in this Sale Deed will also be referred to as “SAID AGREEMNET”, which is registered in the office of Sub- Registrar of Ahmedabad-11(Aslali) on .....-.....-20..... at Serial No.....

Whereas party of the second part-the purchaser/s has/have fulfilled terms and conditions laid down in said agreement, he/she/it/ they has/have rights to purchase said property of **Industrial Shed** more particularity described in the SCHEDULE written hereunder in this sale deed.

The party of the second part-the purchaser/s has/have made full and final payment of consideration/amount Rs.....-00 (Rs ..... only), which includes cost of construction and cost of said undivided land, pro rata share in the common areas and share/rights in common facilities/

amenities provided in said “MARUTI INDUSTRIAL ESTATE -2” project in mode written hereunder to the party of the first part – the vendor.

As party of the first part – the vendor has received full and final total consideration amount in the mode written hereunder from to the party of the seconds part-the purchaser/s, the party of the first part-the vendor by this sale deed sells/conveys/transfers said property to the party of the seconds part-the purchaser/s for said total consideration/ amount.

The party of first part- the vendor hereby declare/s and assure/s to the party of the second part-the purchaser/s that it/he/she/it/they is/are well and sufficiently entitled to execute this sale deed in respect of the said property more particularly described in the schedule written in this sale deed in favour of the party of the second part-the purchaser/s.

**NOW THIS INDENTURE OF SALE DEED WITNESS AS FOLLOWS**

1. The party of the second part-the purchaser/s has/have paid said consideration of **Rs.....-00 (Rs. ....only)** to the party of the first part–the vendor in the mode written here under.

Rs.....-00 (Rs ..... only) paid to the vendor by the purchaser/s at the time of booking of said industrial shed by cheque bearing No....., dtd..... drawn on .....Bank, ..... Branch, .....

Rs.....-00 (Rs. .... only) paid to the vendor by the purchaser/s at the time of agreement for sale/banakhat by cheque bearing No....., dtd..... drawn on .....Bank, ..... Branch, .....

Rs. ....-00 (Rs. .... only) paid to the vendor by the purchaser/s by Cheque bearing No.....,

dtd..... drawn on ..... Bank,  
..... Branch, Ahmedabad.

Rs.....-00 (Rs. .... only) paid to the vendor on  
behalf of the purchaser/s by Cheque bearing  
No....., dtd....., drawn on .....  
Bank, ..... Branch, ..... against the  
industrial loan amount sanctioned and the vendor  
has considers said amount as the amount received  
from the purchaser against the total consideration  
of this sale deed.

Rs.....-00 (Rs. .... only) paid by the purchaser to  
Government against @ 0.75 % T.D.S. on behalf of  
the vendor and the vendor has considered said  
T.D.S. amount as the amount received/from the  
purchaser/s against the consideration of this sale  
deed.

---

|                         |                        |
|-------------------------|------------------------|
| <b>Total Rs.....-00</b> | <b>(Rs. .... only)</b> |
|-------------------------|------------------------|

---

The party of first part-the vendor do hereby admit/s and  
acknowledge/s to have received the said consideration amount  
Rs.....-00 (Rs. .... only) in full, which includes as mentioned  
hereinabove the cost of undivided land and construction cost and cost of said  
undivided land and share/rights in common facilities, amenities, internal  
roads, parking etc. provided in said “MARUTI INDUSTRIAL ESTATE -2”  
project from the party of the second part-the purchaser/s as full and final  
consideration towards the said property and henceforth the party of first part-  
the vendor hereby DO FOR EVER ACQUIT RELEASE/S AND  
DISCHARGE/S the party of the second part- the purchaser/s in respect of  
the said consideration amount and every part thereof and this day by this  
Sale Deed sells and passes property of said industrial shed (as described in

the schedule of this sale deed) to the party of first part-the vendor as its owner and occupier.

2. The party of first part-the vendor do hereby forever grant/s, convey/s, transfer/s and assure/s unto the purchaser/s all rights in the said property for the exclusive use of the said purchaser/s and his/her/their heirs/successors, assigns TOGETHER WITH ALL rights like right to use common plots and vehicle parking space, water supply, 5HP power supply, internal roads, said approach roads, Street light, main entrance gate and other availed amenities in the said project and also TOGETHER WITH all the fittings and electronics in the said Industrial Shed AND SECONDLY full right and liberty to the purchaser/s and purchaser/s' successors in title, amenities, internal roads, parking etc. and all the persons authorised by the purchaser/s.
3. The clear, vacant, peaceful and visible possession of the said industrial shed is handed over to the purchaser/s by the vendor this day and the vendor has/have accepted the fact that the purchaser/s is/are now in occupation and possession of the said property as its' full/absolute owner and occupier and the vendor has/have also accepted the fact that hence forth the vendor and the vendor/s' successors/ heirs etc. all would have no right of any sort and title or interest in/over the said property.
4. That it has been specifically understood amongst the parties that till the date of this sale deed, the vendor will have to clear the dues of AMC Tax, betterment charges, panchayat and electricity burning bills etc., in respect to said property and now onwards such dues of AMC Tax, battement charges, Panchayat and Electric bills and maintenance and sweeping charges etc. will be borne and payable by the purchaser/s.

5. The party of the first part—the vendor Vihaana Developers LLP has provide the facilities like large Parking area, water supply, 5HP power supply, Roads, Street light, main entrance gate, common plots and vehicle parking space in said “*MARUTI INDUSTRIAL ESTATE-2*” project and obeying to the present and time to time rules in regards of use of said common facility/ amenities, party of the second part-the purchaser would have permanent rights to use said amenities and facilities.
6. The vendor hereby specifically agrees and declares that it and its’ partners will do all needful and sign every paper for the effective transfer of the said property in favour of the purchaser/s.
7. The vendor specifically declares and assures to the purchaser/s that there is no charge, right or any sort of interest of others in the said property and it is the absolute owner and occupier thereof and is fully entitled to dispose off the said property in favour of the purchaser/s. In case, any such right, title, interest, charge etc. is/are found in future, the vendor will solve such claim (if it would be legal) and will be liable to clear the same.
8. The Vendor/The promoter further declares that the promoter shall not have any claim over F.S.I., additional F.S.I. and terrace rights after building use permission has been obtained, such rights if any will be enclosed by society of Buyers/the purchaser. The parties –the vendor/s and the purchaser/s hereto specifically state and declare that there is no legal bar against this Sale Deed and its’ registration under the Registration Act.
9. The purchaser/s hereby declare/s that he/she/they is/are having sufficient knowledge that:
  - i. That “*MARUTI INDUSTRIAL ESTATE-2*” project is “Industrial Project”.

- ii. That in said “*MARUTI INDUSTRIAL ESTATE-2*” project; it is made provision for parking space for the vehicles of the owner/occupants and their amenities, internal roads, parking etc.
- iii. That it is restricted to all unit holders including the party of the second part- the purchaser to make any change in the name “*MARUTI INDUSTRIAL ESTATE-2*”, plus to make any change and/or alteration in the outside elevation, design and color/paint plus to place or store any goods, materials, machineries and equipment’s etc. in the areas for the common amenities and facilities, to throw or litter the garbage, wastage thing, material etc. in the areas of the common amenities plus to carry out illegal activities and to cause any annoyance, harassment, nuisance etc.
- vi. The party of the second part-the purchaser shall have to become the member of the service society established for the management/ administration/maintenance of said “*MARUTI INDUSTRIAL ESTATE-2*” and the properties/amenities in said Industrial estate and obey the Rules, Regulations and Resolutions of said service society and the member/s industrial shed holder/s in said “*MARUTI INDUSTRIAL ESTATE-2*” shall have to obtain prior permission in written of/ from said service society for sell/transfer/mortgage his/her/ it’s/their industrial shed/s and share/ s it allotted by said service society. That the purchaser assure and undertakes that as and when any society is formed either by the party of the first part-the vendor or by the owners/ occupant of the industrial sheds, the purchaser shall fully cooperate with the activities of such society and shall compulsorily become a member thereof and shall see to it that proper contribution is given for better enjoyment of the said project by all it’s charges and maintenance deposit that may be determined/decided by the service society.

- vii. It is provided that for all property holders are given underground LT electricity facility/connection in said "*MARUTI INDUSTRIAL ESTATE-2*". If essential obtaining permission of service society, the purchaser shall make change in the underground electricity cable connection and increase and/or decrease in the electricity connection capacity (pertaining to its' Industrial Shed only) and such change of electricity connection and power supply, would be carried out at his/her/it's/they own cost and responsibility. It is further provided that the electricity cables should always be underground and such changes shall not hamper the common infrastructure and shall only be made after written permission of service society.
10. The Vendor specifically declares and assures that the vendor Vihaana Developers LLP has obtained finance facility from Tata Capital Financial Services Ltd mortgaging its' said 36957 sq.mtrs N.A. land by a Mortgaged Deed, which deed is registered in the office of Sub Registrar of Ahmedabad-11(Aslali) on 20-02-2020 at Serial No.2475.

The vendor further declares that said Tata Capital Financial Services Ltd. has released from its' charge/mortgage property in question i.e. property sold/conveyed/transferred by the vendor to the purchaser/s and in respect thereof said Tata Capital Financial Services Ltd. has issued "No dues certificate" and its' "N.O.C." for sell/convey/transfer property in question i.e. property sold/conveyed/transferred to the purchaser/s. the vendor has given copies of said "No dues certificate" and its' "N.O.C." to the purchaser/s

11. The parties hereto specifically state and declare that there is no legal bar against this Sale Deed and in its' registration in respect of the said property under the provision of the Registration Act.
12. The purchaser/s hereby declare/s that the vendor and it's present and time to time partners and their legal heirs, successors, executors, will

not be responsible against loss or damage or injury or death by war, flood, drought, fire, cyclone, tsunami, earthquake or any other calamity caused by nature affecting and Civil commotion, act of God or such other risk.

13. Party of the first part – the vendor have this day handed over the following documents, papers, letter etc. to the purchaser, yet in future any document, paper, letter etc. found the vendor will handed over such any document, paper, letter etc. to the purchaser.
  - A. Receipts of payments made to the vendor by the purchaser/s (original).
  - B. The copy of village Form No.7, 12 and 8-A and revenue entry No.6 (Xerox).
  - C. Copy of said sale deed (No. 2437, dtd.20-2-2020) with Index-2 (Xerox).
  - D. Approved Plan issued by AMC (Xerox).
  - E. Copy of Incorporation Certificate and Partnership Deed of Vihaana Developers LLP (Xerox).
  - F. No-Dues certificate and N.O.C. of Tata Capital Financial Services Ltd.
  - G. Copy of resolution dtd. ...-.....-20.... passed by Vihaana Developers LLP.
14. The party of the first part- the vendor Vihaana Developers LLP has/ have passed a Resolution in the meeting held on ....-.....-202.... authorising Mr. Himanshubhai Vinubhai Zalavadiya to sign/execute and submit all the necessary papers, letter, documents, writings, submission etc. in connection with the sale/marketing including booking letter, allotment letter, receipt from customer and the final

sale deed (with possession) on behalf of LLP to sell/ transfer said property to party of the second part the purchaser to complete the procedure of the registration of the documents/s and hand over the visible possession of said shed and the relevant documents, orders, letters, revenue record etc., to purchaser/s.

15. That the party of the first part-the vendor is having rights to get the present lay out plan and construction plan of said “*MARUTI INDUSTRIAL ESTATE-2*” project revised, the all industrial shed holders including the party of the second part-the purchaser/s herein shall sign required papers/documents etc. to get the said revised plans approved by the AMC and/or concerned competent authority and the fees and expenses for said procedure shall be borne only by the party of the first part the vendor.
16. Fees and expenses in respect to this Sale Deed like stamp duty, registration fee and expenses, GST service tax, Advocate fee and other Misc. expenses shall be borne and paid only by the purchaser/s.
17. The purchaser/s shall also have undivided proportionate share in the common areas in said “*MARUTI INDUSTRIAL ESTATE-2*”. Since the share/interest of purchaser/s in the common areas is undivided and cannot be divided or separated, the purchaser/s shall use the common areas alongwith other owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the purchaser/s to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the vendor shall convey undivided proportionate title of the purchaser/s in the common areas of the project to the purchaser/s as provided in the RERA Act;
18. Any dispute arises between parties herein shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred

to the Authority as per the provisions of the Real Estate (Regulation and Development) Act and the Rules and Regulations thereunder.

19. If any provision/writings of this Sale Deed shall be determined to be void or unenforceable under the Act (RERA) or the Rules and Regulations made thereunder or under other applicable laws, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and/ or the Rules and Regulations made thereunder or the applicable law/s as the case may be and the remaining provisions of this Sale Deed shall remain valid and enforceable as applicable at the time of execution of this Sale Deed.

As stated hereinabove the party of second part-the purchaser/s has/ have examined/inspected/verified the Right titles of the party of the first part -the vendor Vihaana Developers LLP to the property of this Sale Deed and has/have also checked the area of said property/quality of construction of the said property and has/have also checked the amenities provided in said property as well as in said “*MARUTI INDUSTRIAL ESTATE-2*” project and he/she/it/they is/are fully satisfied regarding the quality of workmanship of the said construction of property and of the entire “*MARUTI INDUSTRIAL ESTATE-2*” project and has/have no any kind of complaint against the party of first part- the vendor and its partners. The vendor’s liability would be limited to structural defect only for a period of 5(five) years from the date of B.U. permission.

Whereas said “*MARUTI INDUSTRIAL ESTATE-2*” is floated/ constructed Vinzol village property in question is not covered in the areas declared as the disturbed areas by The Government of Gujarat. Hence permission of The District Collector and/or the designated authority for this sale deed is not required to be obtained.

This Sale Deed as per terms and conditions stated hereinabove is executed by the parties hereto in sound mental state and with the free and full consent of the parties through understanding and reading the same and is binding to we, the both parties the vendor and it's present and time to time partners, their legal heirs, executors, administrators and successors-in-interest, and permitted assigns etc. and the purchaser/s and his/her/its/their legal heirs, successors, executors, administrators, executors, assigns, etc. all.

**SCHEDULE REFERRED TO**

ALL THAT PIECE OR PARCEL OF industrial Shed No..... admeasuring ..... sq.mtrs. (Net Plot area) construction of industrial shed admeasuring ..... sq.mtrs (Carpet area) (Ground Floor + Mezzanine Floor) in Block No..... in/of "*MARUTI INDUSTRIAL ESTATE -2*" - a project consisting of industrial sheds constructed/floated on 28906 sq.mtrs. N.A. land for the industrial purpose bearing Sub Plot No. 24/1/A/1 of Final Plot No. 24/1 of Draft Town Planning Scheme No. 87 (Vatva-Vinzol) (given in lieu of amalgamated Revenue Survey No.324/1) situate, lying and being at : Nr. Vatva Railway Station Moje Village : Vinzol, Taluka : Vatva, District : Ahmedabad in the Registration District of Ahmedabad & Sub-District : Ahmedabad-11(Aslali) alongwith proportionate undivided share of ..... Sq.mtrs land in the lands provided for internal roads, common plots, parking etc. in said project in all ..... Sq.mtrs. (net plot area + share in land of internal roads, common plots, parkings area) all other rights being the member/ property holder in said "Maruti Industrial Estate-2" project.

Said industrial Shed No..... in Block No..... is bounded as under :

Towards the East :-

Towards the West :-

Towards the North :-

Towards the South :-

**// 20 //**

**PHOTOGRAPHS OF CAPTION PROPERTY**

**Postal Address of said Property:-** Industrial Shed No..... in Block No....., “Maruti Industrial Estate-2”, at : Vinzol Village, Taluka : Vatva, Dist.: Ahmedabad.

**THE VENDOR :-**

**THE PURCHASER/s :-**

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

**PHOTOGRAPHS OF CAPTION PROPERTY**

**Postal Address of said Property:-** Industrial Shed No..... in Block No....., “Maruti Industrial Estate-2”, at : Vinzol Village, Taluka : Vatva, Dist.: Ahmedabad.

**THE VENDOR :-**

**THE PURCHASER/s :-**

\_\_\_\_\_ 1\_\_\_\_\_

2\_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have hereunto set and  
subscribed their respective hands hereunder on this ..... Day of the  
..... of the Year, **202...**

***SIGNED AND DELIVERED BY THE WITHIN NAMED***

**PARTY OF THE FIRST PART :**

**THE VENDOR**

**VIHAANA DEVELOPERS LLP**

through its' partner and authorised signatory :

**Mr. HIMANSHUBHAI VINUBHAI ZALAVADIA**

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Witness No.1)

\_\_\_\_\_

(Witness No.2)

**Schedule as per Sec.32-A of The Registration Act, 1908**

**PARTY OF THE FIRST PART :**

**THE VENDOR**

**VIHAANA DEVELOPERS LLP**

through its' partner and authorised signatory :

**Mr. HIMANSHUBHAI VINUBHAI ZALAVADIA**

|             |         |                    |
|-------------|---------|--------------------|
| _____       | (Photo) | _____              |
| (Signature) |         | (Thumb Impression) |

**PARTY OF THE SECOND PART:**

**THE PURCHASER/s**

**1.....**

|             |         |                    |
|-------------|---------|--------------------|
| _____       | (Photo) | _____              |
| (Signature) |         | (Thumb Impression) |

**2.....**

|             |         |                    |
|-------------|---------|--------------------|
| _____       | (Photo) | _____              |
| (Signature) |         | (Thumb Impression) |

**// 24 //**