

Aagam InfraStruc
Sale Deed

This sale deed is executed on thisth day of in the year 2017 A.D.

BETWEEN

....., Aged About :, Occupation:
Residing at:Surat.

PAN.

AADHAR NO.

MOB.

(hereinafter called and referred to as the "**VENDEE**"/"**PURCHASER**" which term shall include their administrators, heirs, executors, assigns and successors) of the **FIRST PART.**

AND

M/s. AAGAM INFRASTRUCTURE A PARTNERSHIP FIRM at Pooja Abhishek, Athwalines, Surat By their Partner **SOUMIL SHETH** son of **SURENDRA SHETH**, aged about: 36, Occupation: Business, at: Pooja Abhishek, Athwalines, Surat himself and the power of Attorney holder of other partners of the firm.

PAN NO. AAOFA 2373 E

MOB NO.98251-49990.

(Hereinafter called and referred to as the **VENDOR** which term shall include their administrators, heirs, executors, assigns and successors) of the **SECOND PART.**

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TYPE OF DOCUMENT	NAME OF VILLAGE	R.SURVEY NO.	BLOCK NO.	T.P. NO	F.P. NO	FLATNO.	CARPET AREA
SALE DEED	SARSANA	46/5	132	-	-	1	SQ. MTR.

PURCHASER :

VENDOR : M/s. AAGAM INFRASTRUCTURE A PARTNERSHIP FIRM By their Partner **SOUMIL SURENDRA SHETH** and the power of attorney holder of other partners of the firm.

Dt. / 0... / 2017

That the vendor do hereby sale, transfer and convey the **FLAT NO. on FLOOR of AAGAM HEIGHTS-..... Building** with undivided and proportionate piece of land below the superstructure of **AAGAM HEIGHTS Building** situated on land bearing Revenue survey No. 46/5, Block No.132 paiki admeasuring about 14224.43 sq. meters respectively of village Sarsana, Taluka City District Surat more fully described in **Schedule –A** attached herewith in favour of the vendee who has paid consideration amount ₹.....,000/- in words **Rupees only** prior to the execution of this sale deed as mentioned below, the receipt whereof is acknowledged by the vendor. And that this covenant further witness that the vendee now onwards shall enjoy the property mentioned above as an absolute and beneficial owner, possession of which is delivered to vendee just prior to execution of this sale deed.

DETAILS OF PAYMENT

DATE	NAME OF BANK	CHEQUE NO.	AMOUNT (₹)
TOTAL			

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- 1) The title details of the said land bearing Revenue survey 46/5 Block No.132 admeasuring about 25495 sq meters respectively of village Sarsana, Taluka Choryasi District Surat. has now within the city limit of Surat. And entry to that effect was made in the records of right at entry No.652-653 dated 26-12-2006. And that entry was duly certified.
- 2) On perusal of the revenue records, it appears that originally Kika Jasmat was the owner of the said land. And entry to that effect was made in the records of right at entry No.17 dated 08-02-1950 and that entry was duly certified by the competent authority on 26-02-1950. Thereafter the said kika Jasmat died on 01-02-1954 leaving behind him his son Babubhai Kikabhai and he became the owner of the said land. And entry to that effect was made in the records of right at entry No.91 dated 02-04-1954 and that entry was duly certified by the competent authority.
- 3) Thereafter the said Babubhai Kikabhai also died on 05-02-1971 leaving behind him, his legal heirs Somiben widow of Babubhai Kikabhai, two sons Ishwarbhai Babubhai, Gopalbhai Babubhai, Ramanben Babubhai, Gulbiben

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SALE DEED	SARSANA	46/5	132	-	-	1	

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Babubhai and Bhankiben Babubhai wife of Chimubhai Sukhabhai. Bhankiben Babubhai wife of Chimubhai Sukhabhai also died on 28-06-1970 leaving behind her legal heirs Mohanbhai Chimubhai, Kantibhai Chimubhai, Dhirubhai Chimubhai and Parvatiben Chimubhai. Above legal heirs released their rights in favour of Ishwarbhai Babubhai, Gopalbhai Babubhai and entry to that effect was made in the records of right at entry No.183 dated 01-07-1971 and that entry was duly certified by the competent authority.

4) Thereafter the said land bearing survey No. 46/5 was given the block No.132 and the area was ascertained as hectares 2-54 Are 95 square meters. And entry to that effect was made in the records of right at entry No.254 and that entry was duly certified by the competent authority on 02-07-1984.

5) Thereafter the Ishwarbhai Babubhai and Gopalbhai Babubhai and their family members executed the General Power of Attorney in favour of Naresh Nemchand Jain in the year 1991. Thereafter Naresh Nemchand Jain as a power of attorney holder for the said land owners executed

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sale deed in favour of Kamal Omprakash Jain and Kailash Raghuvirsingh Jain. The said sale deed was registered in the office of the Sub-Registrar (Athwa) Surat at registration No. 1279 dated 13-03-2000. Thereafter Kamal Omprakash Jain and Kailash Raghuvirsingh Jain have jointly with land owners Ishwarbhai Babubhai and Gopalbhai Babubhai and their family members through their Power of Attorney holder sold the said land to Chetan Bharatbhai Desai and Hiren Pravinbhai Desai by a registered sale deed. The said sale deed was registered in the office of the Sub-Registrar (Athwa) Surat at registration No. 1673 dated 18-03-2002 and its new No. was given 3390 dated 16-03-2005. Entry to that effect was made in the record of rights at entry No. 429 dated 19-03-2002 and that entry was duly certified by the competent authority on 26-04-2002.

- 6) As the said land was Agricultural land hence above owners of the said land applied to District Development Officer, Surat to change the tenure of the said land. In turn District Development Officer, Surat was please to grant the said permission and passed the order No.4/ D.P./ N.A./ REG.NO.141/2004 on 17-07-2004. Entry to that effect was

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made in the record of rights at Entry No.518 on 02-09-2004 and that entry was duly certified by the competent authority on 07-10-2004.

- 7) Thereafter plans for development were submitted to the SUDA and same has been sanctioned by the SUDA on 13-01-2004 vide its permission letter No. SUDA/VPA/U-4/5622-A/492.
- 8) The plans for construction of residential premises have been approved by the Surat Municipal Corporation vide its permission letter No.TDO/DP/NO.271 Dated.30-03-2007.
- 9) Thereafter **M/S AAGAM INFRASTRUCTURE** is a registered partnership firm commenced by Deed of Partnership dated 21-03-2007 with sixteen partners Above one of the partner named Uday Laxmikant Desai contributed a portion of land and other partners named Chetan Bharatbhai Desai and Hiren Pravinbhai Desai also contributed a portion of land admeasuring about 14224.43 sq meters bearing Revenue survey No. 46/5 and its BLOCK No. 132, respectively of village Sarsana, Taluka Choryasi District Surat in the firm. Accordingly as per law

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the said land became firm's property and vests in the partners thereof.

10) Thereafter the said Chetan Bharatbhai Desai and Hiren Pravinbhai Desai partners of said firm voluntarily retired by registered Deed of Retirement dated 31-03-2008. That Deed of Retirement was registered in the office of the Sub-Registrar (Athwa) Surat at registration No. 13408 dated 28-07-2008. And the **M/S AAGAM INFRASTRUCTURE** firm continues their business with the rest of the partners. Entry to that effect was made in the record of rights at Entry No.875 on 10-10-2008 and that entry was duly certified by the competent authority on 02-02-2009

11) Thereafter Mohanbhai Chimubhai and Parvatiben daughter of Chimubhai executed the deed of confirmation in favour of **M/S AAGAM INFRASTRUCTURE** a registered Partnership firm and declared that the **M/S AAGAM INFRASTRUCTURE** a registered Partnership firm is the absolute and complete owner of the said land admeasuring about 14224.43 sq meters bearing Revenue survey No. 46/5 and its BLOCK No. 132, respectively of

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village Sarsana, Taluka Choryasi District Surat. The said deed of confirmation was registered in the office of the Sub-Registrar(Athwa) Surat at registration No. 10997 dated 28-07-2011.

- 12) Thereafter the revised Plan was sanctioned by Surat Municipal Corporation vide its permission letter No.TDO/DP/NO. 326, 343 and 344 Dated.06-11-2012, letter No.TDO/DP/NO. 128 Dated.04-07-2014 and letter No.TDO/DP/NO. 131 Dated.07-07-2014.
- 13) As above the **M/S AAGAM INFRASTRUCTURE** a registered Partnership firm became the owner of the said land admeasuring about 14224.43 sq meters bearing Revenue survey No. 46/5 and its BLOCK No. 132, respectively of village Sarsana, Taluka Choryasi District Surat.
- 14) The Said Land is earmarked for the purpose of building a residential project and the said project shall be known as '**AAGAM HEIGHTS**'.
- 15) The Second party has registered the Project under the provisions of the Act with the Real Estate Regulatory

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VENDOR : M/s. **AAGAM INFRASTRUCTURE A PARTNERSHIP FIRM** By their Partner **SOUMIL SURENDRA SHETH** and the power of attorney holder of other partners of the firm.

Authority at _____ on _____ under
registration no. _____;

- 16) The vendor hereby covenants that they have not taken any loan from Government or Semi-Government Agency, nor has they mortgaged, sold, leased or otherwise dealt with or crated any charge or encumbrances on the said property (more fully described in Schedule -A attached herewith), nor they have executed any Agreement creating any charge or encumbrances or liability of any nature whatsoever over the said property, nor the said property is the subject matter of any proceedings in or before the Revenue or Civil or Criminal or Taxation Court or Authority or any Officer, and the vendor is at full and absolute liberty to sale or otherwise deal with the said property in any manner they may deem fit and proper. Therefore, the vendor hereby sell and transfer the said property along with occupancy rights of the said Flat in favour of the vendee free from any or all claims, demands, outstanding, encumbrances etc.
- 17) The said property is handed over by the vendor unto the vendee and vendor hereby release or relinquish any their right, title, interest whatsoever in respect of the said Flat more

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SOUNIL SURENDRA SHETH and the power of attorney holder of other partners of the firm.

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fully described in Schedule –A attached herewith in favour of vendee, and the vendee shall be entitled to get the said allotment of said Flat (more fully described in Schedule –A attached herewith) in the name of vendee in the records of rights and also in Surat Municipal Corporation, Surat.

18) The vendor have delivered unto the vendee necessary deeds, evidences, and writing which were in possession and custody of the vendor relating to the titles of the said Flat.

19) The vendee shall be entitled, by virtue of these presents, to get their name mutated on the records of Surat Municipal Corporation and the vendor undertakes to give his consent for the same.

20) That all the expenses for preparation of this sale deed, i.e. advocate fees, typing charges and all expenses on account of stamp duty and registration shall be borne by the VENDEE / Purchaser alone.

21) In future other flat holders/owners makes the service society, in that case the vendee, has to be a member of said society and shall abide by the rules, regulations and by laws framed by the said Society, and also such rules, regulations and by-laws which may be added, amended, altered or modified from

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time to time. In addition, the vendee shall pay the expenses regarding common lights, water, security services etc. to the society. The Vendee shall not make any structural changes in the said property and shall not make any alteration in building outer alleviation, color etc. That the vendor has constructed the said property in accordance with the sanctioned plan and specifications and whereas the vendee is satisfied with the same.

SCHEDULE-A
DESCRIPTION OF PROPERTY

All that rights, title and interest in the **FLAT NO.** total admeasuring about **Carpet area is sqaure fts** which is also equal to **..... sq.mtrs.** on **..... FLOOR of AAGAM HEIGHTS-..... Building** with undivided and proportionate piece of land below the superstructure of **AAGAM HEIGHTS-** **Building** situated on land bearing Revenue survey No. 46/5, Block No.132 paiki admeasuring about 14224.43 sq. meters respectively of village Sarsana, Taluka City District Surat.

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This sale deed is executed on the General Stamp paper of
₹...../- being 4.90% of the consideration amount of
₹...../- for such sale which is also a adequate and reasonable
market value.

In witness whereof Vendor has executed this Sale Deed of free will
and sound state of mind and it is admitted and binding to vendor and
his heirs, successors.

SIGNED, SEALED AND DELIVERED

SECOND /Seller

**M/s. AAGAM INFRASTRUCTURE A
PARTNERSHIP FIRM**

By their Partner

**SOUMIL SURENDRA SHETH himself
and the power of Attorney holder of
other partners of the firm.**

Witness-1

Witness-2

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SIGN OF THE VENDEE

SIGN OF THE VENDOR

**M/s. AAGAM INFRASTRUCTURE
A PARTNERSHIP FIRM**

By their Partner

SOUMIL SURENDRA SHETH
himself and the power of Attorney
holder of other partners of the firm.

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SIGN OF THE VENDEE

SIGN OF THE VENDOR

**M/s. AAGAM INFRASTRUCTURE
A PARTNERSHIP FIRM**

By their Partner

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PURCHASER :

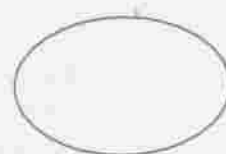
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Dt.0.../2017

AS PER SECTION 8-A OF THE REGISTRATION ACT PHOTOGRAPH AND THUMB IMPRESSION OF THE PARTIES ATTACHED HEREWITH.

VENDOR



**M/s. AAGAM
INFRASTRUCTURE A
PARTNERSHIP FIRM**

By their Partner

SOUMIL SURENDRA SHETH
himself and the power of
Attorney holder of other
partners of the firm.

VENDEE



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Dt. / 0... / 2017

॥ પરીશીષ્ટ ॥

નોંધણી અધિનિયમ ૧૯૦૮ ની કલમ-૩૪ ની પેટા કલમ-૩ મુજબનું ચેકલીસ્ટ.

ક્રમ	પ્રશ્ન	જવાબ (હા કે ના)
લખી આપનાર, સંમતિ આપનાર કે તેઓના કુ.મુ.ને પુછવાના પ્રશ્નો:		
૧	તબદિલી લેખમાં જણાવેલ વિગતોનું વર્ણન મુજબ મોજે ગામ સરસાણા રેવેન્યુ સરવે નંબર: ૪૬/૫ ના બ્લોક નંબર: ૧૩૨ વાળી બીનખેતીની જમીન ઉપર બાંધવામાં આવેલ બીલ્ડીંગો પૈકી 'આગમ હાઈટસ-જાસ્મીન-૧' નામની બીલ્ડીંગના બીજા માળે આવેલ ફ્લેટ નંબર: કે જેનો કારપેટ એરીયા સુમારે સમચોરસ મીટર છે. તે મિલકત તમોએ વેચાણ કરેલ છે કે કેમ ?	
૨	લેખમાં દર્શાવ્યા મુજબ ચો.મી. મિલકત માટે લેખ કરી આપેલ છે ?	
૩	તબદિલી લેખમાં દર્શાવ્યા મુજબની વિગતે અવેજની રકમ તમોને મળેલ છે ?	
૪	તબદિલીના લેખમાં દર્શાવેલ વિગતો વાંચી વંચાવીને સમજી વિચારીને તમે પોતે જાતે જ સહિ/અંગુઠાની છાપ કરેલ છે તે તમે કબુલ રાખો છો ?	
૫	ઓળખાણ આપવા સારૂ તમને ઓળખતા હોય તેવી વ્યક્તિઓ સાથે લાવ્યા છો ?	
ઓળખાણ આપનારને પુછવાના પ્રશ્નો:		
૧	દસ્તાવેજ લખી આપનાર વ્યક્તિઓ કે જેઓએ કબુલાત આપી તેઓને તમે જાતે ઓળખો છો ?	
૨	દસ્તાવેજમાં લખેલ નામ અને કબુલાત આપનાર વ્યક્તિ/ઓ એક જ છે ?	
૩	કોઈ વ્યક્તિએ ખોટું નામ ધારણ કરીને કબુલાત આપી નથી તેવી તમે ખાતરી આપો છો ?	

લખી આપનાર/સંમતિ આપનાર/કુ.મુ. ની સહિ

ઓળખ આપનારની સહિ

.....

.....

સહિ

સબ-રજીસ્ટ્રાર

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