

**SALE DEED IN RESPECT OF HOUSE PROPERTY BEARING PLOT
NO. ADMEASURING SQ MTRS., CONSTRUCTED AREA Sq.
Mtrs. “RIVIERA ELEGANCE II”, IN AMALGAMATED NON-
AGRICULTURAL LAND BEARING SURVEY NO. 523 PAIKI-1, ACRES
17-07 GUNTHAS = 69,505.00 SQ MTRS., VILLAGE
VARSAWEDI,TALUKA ANJAR-KUTCH FOR Rs.**

THIS SALE DEED is made, entered into and concluded on this the
_____day of the month of _____, 2017 at Anjar - Kutch ; by and between :

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The Vender:

M/s. Rajvi Estate LLP, registered under section 12(1) (B) of the Limited Liability Partnership Act 2008 as Partnership Firm, Through its Partner **Shri Dhaval Bhavesh Acharya** an Indian, Adult, aged about 41 Occupation : Business and Agriculture, Residing at Plot No. 267, Ward 12-B, Gandhidham – Kutch. (Pan Card No Of Rajvi Estate LLP: **AASFR1271L**)

(Hereinafter referred to as the “**VENDOR**” for the sake of brevity) of the **First Part**.

A N D

The Purchaser:

Smt. _____, an Indian, Adult, aged about..... years, Occupation: _____, Residing at _____ **PAN No.** : _____

Hereinafter referred to as the “**PURCHASER**” for the sake of brevity) of the **Second Part**.

AND WITNESS AS UNDER : -

WHEREAS ; the Vendor is the absolute owner of House Property bearing Plot No. _____, Admeasuring _____ Sq Mtrs., “RIVIERA ELEGANCE II”, Non-Agricultural Land bearing AMALGAMATED SURVEY NO. 523 PAIKI-1, ACRES 17-07 GUNTHAS = 69,505.00 SQ MTRS., VILLAGE VARSAMEDI, TALUKA ANJAR-KUTCH (hereinafter for the sake of brevity referred to as “the said Property”).

That the said land was originally Agricultural Land and its history is as under:

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WHEREAS ; Manjothi Ibrahim Ayub Was Holding And Cultivating Agriculture Land Bearing Old Survey No. 212, Acre 16-37 guntha situated at Vill.: Varsamedi, Tal.: Anjar Kutch. That Manjothi Ibrahim Ayub sold said agriculture land to Harijan Vershi Punja. That Harijan Vershi Punja during his lifetime given said agriculture land to his son Harijan Pancha Vershi. That Old Entry No. 871 was made in the name of Harijan Pancha Vershi. That Harijan Pancha Vershi applied to revenue authorities to enter his name as the owner of said agriculture land and Entry was made in this effect and the said Entry has been duly certified by Spl. Mamlatdar on 30.07.1968. Thus Harijan Pancha Vershi become the lawful owner and in possession of said agriculture land **AND** ;

WHEREAS ; Survey Settlement was made under the Bombay Land Revenue Code and the said agriculture land bearing Survey No. 212, Acre 16-37 Guntha was given New Survey no. 523, And Through New Measurement area of particular land was decided as Acre 17-07 guntha. That Promulgation Entry No. 197 was made in the name of Harijan Pancha Vershi wherein it was stated Harijan Vershi Punja had acquired the said land from Manjothi Ibrahim Ayub and the said land was mortgaged in favor of Jamin Vikas Bank for Rs. 8000/-. That the Promulgation of said Entry was made on 10.07.1976. That in Village Form No. 8/A , Khata No. 173 was made in the name of Harijan Pancha Vershi. Thus he become the lawful owner and in possession of said agriculture land **AND** ;

WHEREAS ; Harijan Pancha Vershi sold western part of said agriculture land bearing survey no. 523, Area acre 12.00 guntha, H. 4-85-63 (out of Acre 17-07 guntha) to Chheda Samjibhai Virjibhai and Chheda Premilaben Duryodhan vide Registered Sale Deed Dtd.: 15.04.1981 which is duly registered before Sub-Registrar, Anjar. That

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vide Entry No. 812 the said agriculture land entered in the revenue records in favor of Chheda Samjibhai Virjibhai and Chheda Premilaben Duryodhan. Thus they become the lawful co-owners and in possession of said agriculture land **AND** ;

WHEREAS ; Chheda Samjibhai Virjibhai and Chheda Premilaben Duryodhan sold said agriculture land bearing survey no. 523, Area acre 12.00 guntha, H. 4-85-63 to Vinodkumar Vishanji Thacker vide Registered Sale Deed Dtd.: 30.05.1991 which is duly registered before Sub-Registrar, Anjar. That vide Entry No. 1043 the said agriculture land entered in the revenue records in favor of Vinodkumar Vishanji Thacker. Thus he become the lawful owner and in possession of said agriculture land **AND** ;

WHEREAS ; Vinodkumar Vishanji Thacker through attorney Shri Dilipsinh Narendrasinh Jadeja sold said agriculture land bearing survey no. 523, Area acre 12.00 gutha, H. 4-85-63 to Mukesh Babulal Singhvi and Mahesh Kanjibhai Sanghvi vide Registered Sale Deed Dtd.: 26.02.2007 which is duly registered before sub-Registrar, Anjar at Book No:1,Reg. No. 2810 Dtd.: 26.02.2007. That vide Entry No. 3169 the said agriculture land entered in the revenue records in favor of Mukesh Babulal Singhvi and Mahesh Kanjibhai Sanghvi. Thus they become the lawful co-owners and in possession of said agriculture land **AND** ;

WHEREAS ; Harijan Pancha Vershi through his attorney Shri Bhupendrasinh Dilipsinh Jadeja sold remaining part of said agriculture land bearing survey no. 523, Area acre 5-07 Guntha, H. 2-09-43 to Shri Narendrasinh Hetubha Jadeja vide Registered Sale Deed Dtd.: 26.02.2007 which is duly registered before sub-Registrar, Anjar at Book No:1,Reg. No. 2729 Dtd.: 26.02.2007. That vide Entry No. 3056 the said agriculture land entered in the revenue records in favor of

Shri Narendrasinh Hetubha Jadeja. Thus he become the lawful owner and in possession of said agriculture land **AND** ;

WHEREAS ; Shri Narendrasinh Hetubha Jadeja sold agriculture land bearing survey no. 523, Area Acre 5-07 Guntha, H. 2-09-43 to Mukesh Babulal Singhvi and Mahesh Kanjibhai Sanghvi vide Registered Sale Deed Dtd.: 06.05.2007 which is duly registered before sub-Registrar, Anjar at Book No. 1, Reg. No. 5944 Dtd.: 07.05.2007. That vide Entry No. 3202 the said agriculture land entered in the revenue records in favor of Mukesh Babulal Singhvi and Mahesh Kanjibhai Sanghvi. Thus they become the lawful co-owners and in possession of said agriculture land **AND** ;

WHEREAS ; Mukesh Babulal Singhvi and Mahesh Kanjibhai Sanghvi become the lawful co-owners and in possession of said agriculture land bearing Revenue Survey No. 523, Acre 12.00 Guntha, H. 4-85-63, Acre 5-07 guntha, H. 2-09-43, Total Acre 17.07 guntha, H.6-95-06 Village : Varsamedi, Tal.: Anjar, Dist.: Kutch. That vide Khata No. 1003 in Village Form No. 8/A the said agriculture land entered in their joint name without any charges in Village Form No. 7/12 also the said agriculture land and the title of said agriculture land is clear **AND** ;

WHEREAS ; a Public Notice got issued in daily local newspaper "Kutch Mitra" Dtd.: 03.04.2009 inviting any objections by general public before purchase of said agriculture land by Smt. Girija Chandrashekhar Ayachi. That within stipulated time no one has lodged / raised any complaint regarding purchase of said agriculture land **AND** ;

WHEREAS ; Mudjibhai Vershibhai Solanki (Harijan) filed an Appeal before Assistant Collector, Anjar under J.M.Ni-108(5) and the said Appeal has been registered as Appeal No. 65/08 Dtd.: 27.11.2008 and the said appeal has been dismissed and decided the order of

Mamlatdar Order Dtd.: 28.12.2007 is in order regarding the Entry No. 3169 and 3202 was made & certified in respect of Survey No. 523/P1 H. 4-85-63 and H. 2-09-43. That Entry No. 3766 Dtd.: 29.01.2009 was made in this effect and the said Entry is duly certified on 09.07.2009 by the Circle Officer, Dudhai **AND ;**

WHEREAS ; Mukesh Babulal Singhvi and Mahesh Kanjibhai Sanghvi sold said agriculture land bearing Revenue Survey No. 523 paiki 1, Acre 17.07 Guntha, Village : Varsamedi, Tal.: Anjar, Dist.: Kutch to Smt. Girija (Girijadevi) Chandrashekhar Ayachi vide Registered Sale Deed which is duly registered before Sub-Registrar, Anjar At Reg. No. 3037 Dtd.: 23.06.2009. That Entry No. 3874 Dtd.: 03.09.2009 was made in this effect. That the said Entry was cancelled by Circle Officer, Dudhai on 12.10.2009 as the Power Of Attorney had no Valid Certificate and there was Boja Of Rs.4,000/- in Village Form No. 7&12 of Jamin Vikas Bank and as the title of said land was not clear. That Entry No. 1951 Dtd.: 21.02.2003 was made regarding Boja Mukti in respect of said Land but the effect to it was not given in Village Form No. 7 & 12, 8-A etc. That Entry No. 4011 was made to give effect of said Entry of Boja Mukti in Village Form No. 7/12, 8/A and on 26.07.2010 the said Entry No. 4011 has been duly certified by Circle Officer, Dudhai **AND ;**

WHEREAS ; Entry No. 4019 Dtd.: 20.05.2010 was made in the revenue records regarding purchase of said agriculture land bearing Revenue Survey No. 523, Acre 17.07 Guntha, Village : Varsamedi, Tal.: Anjar, Dist.: Kutch by Smt. Girija (Girijadevi) Chandrashekhar Ayachi from Mukesh Babulal Singhvi and Mahesh Kanjibhai Sanghvi through attorney Mohan Hardasmal Tahailaini vide Registered Sale Deed Dtd.: 23.06.2009 registered at Reg. No. 3037. That the said Entry has been duly certified on 07.08.2010 by Circle Officer, Dudhai **AND ;**

WHEREAS ; Smt. Girija (Girijadevi) Chandrashekhar Ayachi become the lawful owner and in possession of said agriculture land bearing Revenue Survey No. 523, Acre 17.07 Guntha, Village : Varsamedi, Tal.: Anjar, Dist.: Kutch **AND** ;

WHEREAS ; due to typical mistake the area of said land has been entered as H. 4-85-63. That Mamlatdar Anjar passed Order No. LRC/Shati Sudharana/Varsamedi/2012 Dtd.: 07.03.2012 to correct the said mistake. That Entry No. 4489 Dtd.: 10.03.2012 was made in this effect in the revenue records and the said Entry has been duly certified by Circle Officer, Dudhai on 07.04.2012 **AND** ;

WHEREAS ; Smt. Girija (Girijadevi) Chandrashekhar Ayachi applied to Collector of Kutch to regularize the excess land of Acre 0-10 guntha and Collector of Kutch vide its Order No. A-2/Land/Ma.V/Reg. No. 137/2013 Dtd.: 22.01.2014 regularised the said excess land. That Entry No.4867 Dtd.: 27.01.2014 was made in this effect in the revenue records and the said Entry is duly certified on 07.03.2014 **AND** ;

WHEREAS ; as per Order No. LRC/kshati Sudhara/ Varsamedi/27/2015 passed by Mamlatdar, Anjar the area of said land has been entered as H.6-95-06 and in Village Form No. 1 the area of said land has been entered as H. 6-95-05 and as such Collector of Kutch vide its Letter No. Land/P/Bkp/Vashi/2287/2015 Dtd.: 27.03.2015 and on the basis of Village Form No.1 kept the area of said land as H. 6-95-05. That Entry No. 5083 Dtd.: 23.04.2015 was made in the revenue records in this effect **AND** ;

WHEREAS ; Smt. Girija (Girijadevi) Chandrashekhar Ayachi applied to Collector of Kutch, Bhuj for conversion of said Land bearing Survey No. 523/P-1, H. 6-95-05 into N. A. land for Residential –Cum- Commercial purpose. That Collector of Kutch, Bhuj under the Land

Revenue Act, Section-65 vide his Order No. Land/P/Bkp/Case/Reg No. 46/2014/15 Dtd.: 30.04.2015 granted permission for conversion of said Land in to N. A. Land for Residential-Cum-Commercial purpose. That Entry No. 5091 Dtd.: 05.05.2015 has been made in this effect in the revenue records and the said Entry has been duly certified on 28.05.2015 by the competent authority **AND** ;

WHEREAS ; Gandhidham Development Authority vide its Permission Letter NO. 40742/LP/issued under No. 16 GDA(846)/2013 Dtd.: 09.05.2013 approved the layout plan for the same. That as per approved layout plan there are 143 plots. That Area of Residential Plots is 32,874.14 Sq. Mtrs, Area of Pending For Planning (Commercial Plot) is 8,105.10 Sq. Mtrs. Total Area of Plots 40,979.24 Sq. Mtrs, Area of Garden / Park Plot about 7,009.88 Sq. Mtrs., Area of Internal Road 21,516.88 Sq. Mtrs, Total Area of said N.A. Land about 69,505.00 Sq. Mtrs. **AND** ;

WHEREAS ; Smt. Girija (Girijadevi) Chandrashekhar Ayachi become the lawful owner and in possession of said N.A. Land bearing Survey No. 523 paiki 1, Area about 69,505.00 Sq. Mtrs. situated at Village : Varsamedi, Tal.: Anjar, Dist.: Kutch **AND** ;

WHEREAS ; Smt. Girija (Girijadevi) Chandrashekhar Ayachi sold N.A. Land bearing Survey No. 523 paiki 1, Area about 69,505.00 Sq. Mtrs. situated at Village : Varsamedi, Tal.: Anjar, Dist.: Kutch to M/s. Rajvi Estate LLP, A Partnership Firm through its Partner Shri Dhaval Bhavesh Acharya vide registered Sale Deed Dtd.: 09.11.2015, which is duly registered before Sub-registrar, Anjar at Registration No.7885 dt. 10.11.2015. That the said N.A. entered in the revenue records in favour of M/s. Rajvi Estate LLP, A Partnership Firm. That Entry No. NAA 2211 Dtd.: 20.11.2015 has been made in this effect in the

revenue records and the said Entry has been duly certified on 28.12.2015 by Circle Officer, Dudhai. Thus M/s. Rajvi Estate LLP, A Partnership Firm become the lawful owner and in possession of said N.A. Land **AND ;**

WHEREAS ; M/s. Rajvi Estate LLP, A Partnership Firm applied to GDA for approval of Revised layout plan in respect of said land from Residential-Cum-Commercial purpose to Residential Purpose and GDA vide its Permission No. 44778/LP issued under No 16 GDA (846) /2016 Dtd.: 13.07.2016 approved the revised layout plan. That as per revised approved layout plan the area of Residential Plots is about 41,424.34 Sq. Mtrs., Area of Internal Road and Garden & Park about 26,731.78 Sq. Mtrs., Area of DP Road about 1348.88 Sq. Mtrs., Total Area about 69,505.00 Sq. Mtrs. That there are 85 Plots bearing Plot No. 1 to 85 **AND ;**

WHEREAS ; M/s. Rajvi Estate LLP, A Partnership Firm applied to Collector of Kutch, Bhuj for change in purpose from Residential-Cum-Commercial purpose to Residential Purpose in respect of Land bearing Survey No. 523/P-1, H. 6-95-05. That Collector of Kutch, Bhuj vide his Order No. Land/P/Bkp/Vashi/4010/2016 Dtd.: 23.07.2016 granted permission for change in purpose of said N. A. Land for Residential-Cum-Commercial purpose into N.A. Land for Residential Purpose. That Entry No. NAA 2394 has been made in this effect in the revenue records **AND ;**

WHEREAS ; M/s. Rajvi Estate LLP, A Partnership Firm again Obtained Permission No : 45340/LP Dt. 22-03-2017, and Revised Layout Plan approved from Gandhidham Development Authority, Adipur in respect of N.A. Land bearing Amalgamated Survey No. 523 Paiki 1, Acres 17-07 Gunthas = 69,505.00 Sq. Mtrs.,

That as per revised approved layout plan the area of Residential Plots is about 41,433.94 Sq. Mtrs., Area of Internal Road and Garden & Park about 26,722.18 Sq. Mtrs., Area of DP Road about 1348.88 Sq. Mtrs., Total Area about 69,505.00 Sq. Mtrs. That there are 90 Plots bearing Plot No. 1 to 53, 53-A, 54, 54-A & 55 to 90. That Entry No. NAA 2606 has been made in this effect in the revenue records **AND ;**

WHEREAS; GDA has granted Permission No. Dtd.: for construction of Residential Building upon Plot No., That the Vendor has constructed Residential Building upon Plot No. The constructed area of said Plot is Sq. Mtrs. **AND ;**

WHEREAS ; the Vendor / M/s. Rajvi Estate LLP, A Partnership Firm as owner of said House Property Bearing Plot No., Admeasuring Sq Mtrs., Constructed Area Sq. Mtrs. "Riviera Elegance II", In Amalgamated Non-Agricultural Land Bearing Survey No. 523 Paiki-1, Acres 17-07 Gunthas = 69,505.00 Sq Mtrs., Village Varsamedi, Taluka Anjar-Kutch has agreed to sell / transfer and convey the same unto the Purchaser / **Smt.**..... for consideration of **Rs.**/- (**Rupees** **Only**) fully and effectually unto the Purchaser **AND ;**

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WHEREAS ; In Pursuance of above agreement the purchaser has paid a sum of to the Vendor being the full and final consideration amount of **Rs.** by **Cheque No.**, **Dt.**, of Bank. The Vendor doth hereby admit and acknowledge to have received the full and final payment as above from the purchaser for complete sale, transfer, assignment, conveyance and grant of said House Property fully and effectually and forever unto the purchaser.

1. **NOW THIS DEED WITNESSETH THAT** in pursuance of the sum consideration mentioned above received from the purchaser, the vendor both hereby convey and transfer by way of sale the said House Property together with all homestead, trees, hedges, ditches, ways, water, watercourse, lights, liberties, passages, privileges, easements and rights whatever available in respect of the said House Property unto the purchaser, on the terms and conditions mentioned in N. A. order.
2. **THAT** the Vendor has sold and conveyed the said House Property unto the purchaser together with all the estates, rights, title, interest, claims and demands whatsoever of the Vendor in to or upon the same and every part thereof **TO HAVE AND TO HOLD** the same unto the use of the purchaser, her legal heirs, successors and assigns absolutely and forever together with title deeds, writings and other evidences of title, subject to the payment of all rents, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time

Contd...12/-

...12...

hereafter in respect of said House Property to the Govt. / Panchayat or any other authority in respect thereof. That the Vendor has paid dues, duties, taxes and cess payable in respect of said Plot unto date hereof.

3. **THAT** the Vendor doth hereby covenant with the Purchaser that the vendor is fully seized and possessed of the said House Property and that the Vendor has full power and absolute authority to sell and convey the said House Property in the manner aforesaid.
4. **THAT** the Purchaser shall from time to time and at all times hereafter peacefully and quietly hold, possess and enjoy the said House Property without any claim or demand whatsoever from the vendor or any person claiming through or under him and receive all profits thereof without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the vendor or his executors, administrators, representatives or any of them or by any person or persons claiming or to claim, from under or in trust for them or any of them.
5. **THAT** the purchaser shall hold the said House Property free and clear and freely and clearly and absolutely acquitted, exonerated and forever released and discharged or otherwise by the vendor and well sufficiently saved, defended, kept harmless and indemnified of, from and against all charges and encumbrances or by any other person or persons claiming or to claim by from under or in trust for vendor.
6. **THAT** the vendor shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute and cause to be done and executed all such further lawful acts, deeds and things whatsoever for further and more perfectly

conveying and assuring the said House Property and every part thereof unto the purchaser, her legal heirs etc. as shall be reasonably required by purchaser. That in order to get the said House Property mutated and transferred in the name of purchaser, the vendor shall sign all documents of mutation required to be submitted in office of Talati and Revenue Dept. etc.

7. THAT the Vendor has handed over the vacant and peaceful possession said House Property unto the Purchaser and the receipt whereof the Purchaser hereby admits and acknowledges. The Purchaser shall hereafter be at liberty to have and hold occupy possess and re-construct the said House Property as absolute owner, occupant thereof and or to sale and convey the same unto any third person or party including to create charge and encumbrance thereon, after obtaining permission from the Vendor/Society. The Purchaser has become absolute owner of the House Property. The Purchaser to ensure that no animals like cow, Horse, Buffalo or of similar nature or any other type of animals will not be allowed to enter the house or any area in the entire colony.
8. **THAT** the vendor has handed over the original Deeds in respect of said House Property and copies of previous Title Deeds/documents of title relating to said House Property to the purchaser.
9. **THAT** the purchaser shall abide by the terms and conditions laid down by the N. A. Order for use of said House Property for residential purpose and he shall use the said House Property for the residential purpose and utilize the plot of land / House Property as per the revised approved layout plan.
10. THAT the Purchaser as House Property owner hereby covenants and agrees with the Vendor to make the payment of maintenance charges, user charges or such other charges, costs and expenses

as per size of plot/Construction Area as may be decided by the Society / Incorporate body from time to time for use and enjoyment of common facilities and amenities and shall be bound to comply with the rules and regulations framed in this context.

11. THAT both the vendor and purchaser hereby state and declare that the said House Property is sold and purchased by them respectively at the prevailing market price. The purchaser has paid stamp duty on this deed. The deficit stamp duty, if any, shall be borne by purchaser.

SCHEDULE

House Property Bearing Plot No., Admeasuring Sq Mtrs., Constructed Area Sq. Mtrs. "Riviera Elegance II", In Amalgamated Non-Agricultural Land Bearing Survey No. 523 Paiki-1, Acres 17-07 Gunthas = 69,505.00 Sq Mtrs., Village Varsamedi, Taluka: Anjar - Kutch, in registration Sub-District of Anjar, Registration Dist. of Kutch, and State of Gujarat and bounded as follows :

Area of Plot : **Sq. Mtrs.**

Constructed Area :**Sq. Mtrs.**

Four Boundary of Plot No. :

North : Plot No.

South : Plot No.

East : Plot No.

West : 18.29 Mtrs. Road

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THAT the expressions “the Vendor” and “the Purchaser” used in these presents shall unless repugnant to the meaning or context hereof mean and include their respective heirs, executors, administrators and legal representatives etc. of both the parties hereto.

No error, misstatement nor omission in this description of the said property shall annul this Sale Agreement.

In witness whereof both the parties hereto have set and subscribed their respective hands to this agreement in their proper sense and without any external pressure and / or influence, on the day and the date herein above mentioned.

WITNESSES :

1. _____ For M/s. Rajvi Estate LLP,
A Partnership Firm

Shri Dhaval Bhavesh Acharya

Partner

VENDOR

2. _____

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Photograph of House Property Bearing Plot No. Admeasuring
..... Sq Mtrs., Constructed Area Sq. Mtrs. “Riviera
Elegance II”, In Amalgamated Non-Agricultural Land Bearing Survey No.
523 Paiki-1, Acres 17-07 Gunthas = 69,505.00 Sq Mtrs., Village
Varsamedi, Taluka Anjar-Kutch.

For M/s. Rajvi Estate LLP, A Partnership Firm

Smt.
Purchaser

Shri Dhaval Bhavesh Acharya
Partner
VENDOR

Contd...17/-

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Photograph of House Property Bearing Plot No., Admeasuring Sq Mtrs., Constructed Area Sq. Mtrs. "Riviera Elegance II", In Amalgamated Non-Agricultural Land Bearing Survey No. 523 Paiki-1, Acres 17-07 Gunthas = 69,505.00 Sq Mtrs., Village Varsamedi, Taluka Anjar-Kutch.

For M/s. Rajvi Estate LLP, A Partnership Firm

Smt.....
Purchaser

Shri Dhaval Bhavesh Acharya
Partner
VENDOR

Contd...18/-

ANNEXURE UNDER THE SECTION 32-A OF REGISTRATION ACT, 1908

<u>NAME & ADDRESS OF PARTIES</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
Signature : For M/s. Rajvi Estate LLP, A Partnership Firm Shri Dhaval Bhavesh Acharya Partner VENDOR		Left hand thumb impression
Signature : Smt..... THE PURCHASER		Left hand thumb impression

SALE DEED
