SALE – DEED

THIS DEED OF SALE is executed today on this __th day of _____, 2017 at Vadodara BETWEEN

1) Mrs. / Mrs. _____

(PAN NO. _____)

2) Mr. / Mrs _____

(PAN NO. _____)

Residing at _____.

Hereinafter referred to as the "Purchaser" the party of the First Part, (which expression shall mean and include all his/her, their heirs, successors, executors, administrators etc.)

AND

1] Shri Madhubhai Maganbhai Patel, Age: Adult, Occupation: Farming/Business, Residing at 146, Aarati Society, Near Atmajyoti Temple, Ellora Park, Vadodara;

2] Shri Mayurbhai Madhubhai Patel, Age: Adult, Occupation: Farming/Business, Residing at 15, Shivam Enclave, Near Citizen Society, Ellora Park, Vadodara;

3] Shri Divyakant N. Patel an HUF represented by its Karta Divyakant N. Patel, Age: Adult, Occupation: Farming/Business, Residing at 4, Atmajyoti Nagar Society, Ellora Park, Vadodara;

4] Shri Hitesh Madhubhai Patel, Age:Adult, Occupation: Farming/ Business, Residing at 6, Premdhara Society, Hariom Nagar, Ellora Park, Vadodara;

5] Shri Alpesh Babubhai Patel, Age: Adult, Occupation: Farming/Business, Residing at 7, Premdhara Society, Hariom Nagar, Ellora Park, Vadodara;

6] Shri Sanjay Babulal Doshi, Age: Adult, Occupation: Farming/Business, Residing at B/703, Vardhman Complex, Subhanpura, Vadodara;

7] Shri Kalpen Kishorbhai Doshi – an HUF represented by its Karta Kalpen Kishorbhai Doshi, Age: Adult, Occupation: Farming/Business, Residing at 20, Park View Complex, Subhanpura, Vadodara;

The above parties at Sl. No. 1] to 7] are represented by their Power of Attorney Holders Shri Kalpen Kishorbhai Doshi, Age: Adult, Occupation: Farming/Business, residing at 20, Park View Complex, Subhanpura, Vadodara, (hereinafter all parties at 1 to 7 collectively referred to as the "Sellers" which expression shall mean and include their survivor/s and the heirs, executors, administrators and assignees etc.) of the One Part.

AND

1] **M/S SHRILABH REALTY –** A Partnership firm(**PAN NO.ABPFS8747J**) having their Office '**SERENE COUNTY**', Near Cloud 9, DPS Kalali Talsat Link Road, Talsat, Vadodara, represented by its Partners 1) Mr. VINODKUMAR PATNI, Age: Adult, Occupation: Farming/ Business residing at A-301, Indraprastha Complex, Race Course, Vadodara (hereinafter referred to as the "Developers" the Party of the Second Part which expression shall mean and include their heirs, executors, administrators, assigns etc.)

WHEREAS the party of the Second Part, the Sellers, are seized and possessed of the property being Non-Agricultural Land bearing Block No. 90 (Old Survey No. 67/2) admeasuring 1-73-00; Block No. 91(Old Survey No. 66) admeasuring 0-94-09 Hectre Aare and Block No. 92 (Old Survey No. 67/1) admeasuring 0-24-29 Hectre Aare (Total 3 Blocks admeasuring 2-91-38 Hectre Aare) of Mouje Talsat, Regn. Dist. and Sub-District Vadodara. The said property was purchased by the Party of the Second Part i.e. the Sellers from its earlier owners - 1) Bhupatsinh Raisinh Chauhan; 2) Pravinsinh Raisinh Chauhan; 3) Tejuben Daughter of Raisinh Phulabhai Chauhan and Wife of Varnamiya Indrasinh Bhimsinh; 4)Chauhan Kailashben Ranjitsinh by executing Three separate Registered Sale Deeds in respect of property being Block No. 90 on 9.4.2009 vide Entry No. 2878; Block No. 91 on 9.6.2008 vide Entry No. 7009 and Block No. 92 on 9.4.2009 vide Entry No. 2881. Necessary entries to this effect were also passed into the revenue record at relevant time. In the above referred Sale Deeds - 1) Shantidevi Roopchand Kankaria; 2) Mahendra Kankaria & Sons represented by its Karta Mahendra Roopchand Kankaria, 3) Swati Mahendra Kankaria 4) Sajjanraj Mangilal Bafna; 5) Bafna Sajjanraj

Mangilal and HUF represented by its Karta Sajjanraj Mangilal Bafna were also joined as parties while purchasing the above referred 3 properties, however, lateron they had relinquished their rights from the land bearing Block No. 90 by executing a Relinquishment Deed on 8.1.2010 in favour of 1) Sanjay Babulal Doshi and 2) Kalpen Kishorbhai Doshi Karta of Kalpen Kishorbhai Doshi an HUF. Said Relinquishment Deed was registered before the Sub Registrar, Vadodara on 8.1.2010 vide entry No. 305; from the land bearing Block No. 91 in favour of Sanjay Babulal Doshi. Said Relinquishment Deed was registered before the Sub Registrar, Vadodara on 8.1.2010 vide entry No. 302; and from the land bearing Block No. 92 in favour of Kalpen Kishorbhai Doshi Karta of Kalpen Kishorbhai Doshi an HUF. Said Relinquishment Deed was registered before the Sub Registrar, Vadodara on 8.1.2010 vide entry No. 301. Thus, 1) Shantidevi Roopchand Kankaria; 2) Mahendra Kankaria & Sons represented by its Karta Mahendra Roopchand Kankaria, 3) Swati Mahendra Kankaria 4) Sajjanraj Mangilal Bafna; 5) Bafna Sajjanraj Mangilal an HUF represented by its Karta Sajjanraj Mangilal Bafna, have relinquished their rights from the above referred properties being Block No. 90, 91 & 92 of Mouje Talsat, Registration District & Sub District Vadodara in favour of above referred owners i.e. the party of the Second Part and thus, the Party of the Second Part jointly became the owners of the property being Block Nos. 90, 91 & 92. Thereafter, the Party of the Second Part i.e. the Sellers had applied for converting their above property for Non-Agricultural Use i.e. for Residential purpose to the Collector-Vadodara and the Collector-Vadodara, has granted permissions for converting the above referred Agricultural Lands into Non Agricultural Lands vide his N.A. Orders detailed below :

1) No. LAND/D/S. 65/VASHI/5084/2010 & N.A./S.R./594/2009-2010 Dtd. 30.6.2010 for the property being Block No. 90;
2) No. LAND/D/S.65/Vashi/2162/2012 & N.A./S.R./ /2010-11. Dtd. 13.3.2012 for the property being Block No. 91;
3) No. LAND/D/S.65/Vashi/5085/ 2010 & N.A./S.R./594/2009-2010 Dtd. 30.6.2010

The above Three properties are jointly specified in the Schedule I herein below.

Thereafter, the Party of the Second Part i.e. the Sellers thro' their Power of Attorney Holders, had applied for Construction Permission along with Lay-out Plan for constructing Residential Units from the Vadodara Urban Development Authority and the same has been granted by the Town Planner of the Vadodara Urban Development Authority on 27.9.2012 vide No. UDA/Plan-2/Permission/149/2012. The Sellers have named the said Residential Project as "**SERENE COUNTY**" consists of **181** Nos. of Units.

WHEREAS as per the terms and conditions agreed upon by and between the parties of the Second Part and the Third Part, the Party of the Third Part have carried out development in their above referred property of the party of the Second Part.

WHEREAS the party of the First Part has shown their readiness and willingness to purchase the Open Plot bearing **Plot No. _____** admeasuring **_____ Sq.Ft.** together with right in the undivided land of Internal roads of the Scheme, Common facilities/amenities, Garden, Club House Parking etc. that may be developed in future admeasuring **_____ Sq.Ft.** (Total admeasuring **_____ Sq.Ft.)** More particularly described in the Schedule II hereunder, and the party of the Second Part and Third part have agreed to sell the said property to the Party of the First Part.

AND WHEREAS the Purchaser i.e. the Party of the First Part has agreed to purchase the above referred property from the Sellers i.e. the party of the Second Part and the Developers the Party of the Third part by executing this Sale Deed in his/their favour as under :

NOW THIS DEED WITNESSETH AS UNDER: -

1. That the Purchaser has agreed to purchase and the Sellers have agreed to sell the said property for the consideration of **Rs._____/- (Rupees _____ Only) and one Agreement to Sell registered on _____** by **registration number : ____** and the consideration amount of

Rs. _____ /- has been paid to the Sellers/Developers as detailed below. Thus, the Purchaser has paid the total consideration of Sale price today.

Sr No.	Date	Particulars	Amount in.
1	xx-xx-xxxx	Cheque No. _____	xxxxxxxx/-
		_____Bank	
2	xx-xx-xxxx	Cheque No. 518641	xxxxxxxx/-
		ICICI Bank	
	(Rupees _____Only)		xxxxxxxxx/-

The Party of the Second Part i.e. the Sellers and the Party of the Third Part the Developers hereby acknowledge the receipt of the above consideration from the Purchaser. In consideration thereof the Sellers have sold the property particularly described in the Schedule II hereunder together with all the rights, ways, liberties, privileges, easements and other appurtenances in common whatsoever together with right in the undivided land of Internal roads of the Scheme, Common facilities/amenities, Garden, Club House Parking etc. that may be developed in future admeasuring **_____ Sq.Ft (Total _____ Sq.Ft.)** more particularly described in the Schedule II of the said **"SERENE COUNTY"** Scheme. And further, the Sellers have handed over the full, vacant and exclusive possession of the said property today. The Sellers further grant and convey rights to the Purchaser to have and hold the said property absolutely and forever free from any encumbrances, charges, claims and demands whatsoever. The above referred consideration of the subject property has been fixed with an understanding between the parties that the further construction in the said property shall be got done from the Party of the Third Part i.e. the Developers only and from no other person/party. A separate Construction Agreement shall be executed between the Purchaser and the Developers for the purpose.

2. The Sellers do hereby convey and transfer by way of sale and absolutely assign unto the Purchaser forever all the rights, titles and interest of the Sellers whatsoever at law or otherwise in the said property together with lights,

liberties, accesses, ways, waters, water courses, privileges, easements, path, passages, profits, advantages, rights and appurtenance together with all the common amenities in the said premises to hold the same and to the use of the Purchaser forever. Thus, all the rights of the Sellers have been transferred to the Purchaser by this Sale Deed.

3. The Sellers do hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing by the Sellers done, executed, omitted or knowingly suffered to the contrary, the Sellers now have good title, right, full power and absolute authority to sell, transfer, convey and absolutely assign the said premises unto and to the use of the Purchaser in the manner aforesaid and that the said premises and every part thereof shall remain and be to the use of the Purchaser in the manner aforesaid and shall be quietly entered into upon, held and enjoyed and profits received thereon by the Purchaser without any interruption or disturbance by the Sellers or any other person or persons claiming through or under it and without any disturbance or interruption by any other person whatsoever.

4. The said Sellers hereby declare that there are no encumbrances, charges, lien, attachment, claim or demands whatsoever and the property is not the subject matter of any suit or litigation and the Sellers further declares that the Sellers shall at all time indemnify and keep indemnified the Purchaser and make good the loss suffered by the Purchaser on account of any defect, flaw or deficiency in the title of the Sellers to the said property or in the description extent or other particulars of the said property.

5. The Sellers hereby declare that all the dues as to the taxes, electricity charges, land revenues, rates, fees etc. in respect of the said property are fully paid as on today. If any dues are remaining, the same shall be discharged by the Sellers up to the date of this sale deed and hereinafter, it shall be liability of the Purchaser to pay taxes, electricity charges, rates, fees, etc. of municipality and local authorities and Government.

6. The Sellers hereby declare that there is no loan of any Bank or other financial institutions against the said property. It is further declared that no adverse doing of any kind exists against the said property. The Sellers hereby declare that the title deeds, documents, writings in respect of the said property is not deposited, mortgaged or surrendered with any Nationalized Bank or Financial Institutions for equitable mortgage as on today.

7. The Sellers have made full and true disclosure of the nature of their rights in the said property as well as encumbrances, if any, including any right, title or claim on the said property.

8. The Sellers shall also by executing this sale deed have given consent to take new Water connection, Drainage connection, Electricity connection, etc. in the name of the Purchaser and if required, shall execute necessary documents in this behalf. Also now on the basis of this present deed, the Purchaser has become the owner of the said property and the Sellers hereby undertake to execute necessary documents for effectually transferring the said property in the name of the Purchaser at all places including records of Mahanagar Sevasadan, City Survey Office, and other local Government and Revenue Offices.

AND THIS DEED FURTHER WITNESSES AS UNDER:

1. The Purchaser(s) has/have inspected and verified the documents/title of the property and purchased the same on their full satisfaction.

2. The Purchaser(s) has/have exercised due diligence including the physical assessment of the said property and after inspection and verification of the title of the owners and interest of the developers in the said property, have purchased the same. The Purchaser(s) has/have satisfied that there is no defect in the title of the owner in the said property.

3. The Purchaser(s) shall get the further construction done from the Party of the Third Part i.e. the Developers only and no other person/party in order to carry out smooth construction and to maintain aesthetic beauty of the Scheme.

4. The Purchaser shall become Member of the Common Maintenance Society of the **SERENE COUNTY** by subscribing to it compulsorily and shall pay the prescribed Membership Fees and Maintenance Charges, which may be decided by the Society from time to time.

5. That the expenses of and incidental to this Sale Deed such as Stamp Duty, Registration Fees, Service Tax, VAT, Advocate Fees and other incidental expenses, shall be payable by the Purchaser only.

DESCRIPTION OF THE PROPERTY

SCHEDULE – I

The property being Block Nos. 90 admeasuring 1-73-00 Hectre Aare; 91 admeasuring 0-94-09 Hectre Aare and 92 admeasuring 0-24-29 Hectre Aare (Total 3 Blocks admeasuring 2-91-38 hectre Aare) of Mouje Talsat, Registration District and Sub District Vadodara, and bounded as under :

EAST : _____,
WEST : _____,
NORTH : _____,
SOUTH : _____,

SCHEDULE – II

The property being Open Plot bearing **Plot No _____** admeasuring **_____ Sq.Ft.** Area together with right in the undivided land of Internal roads of the Scheme, Common facilities/amenities, Garden, Club House Parking etc. admeasuring **_____ Sq.Ft.** (Total admeasuring **_____Sq.Ft.)** of the "**SERENE COUNTY**" Scheme constructed over Block Nos. 90 admeasuring 1-73-

00 Hectre Aare; 91 admeasuring 0-94-09 Hectre Aare and 92 admeasuring 0-24-29 Hectre Aare (total admeasuring 2-91-38 hectre Aare) of Mouje Talsat, Registration District and Sub District Vadodara, and bounded as under :

EAST : _____,
WEST : _____,
NORTH : _____,
SOUTH : _____,

THIS SALE DEED is executed by and between the parties at Vadodara on this _____ day of _____ 2017 and the same shall be binding to the parties and their heirs, coparceners, successors, administrators, executors, assignees etc..

The Party of the First Part - The "Purchaser":

_____
Mrs. _____

_____
Mr. _____

The Party of the Second Part - The "Sellers":

_____

1) **Kalpen Kishorbhai Doshi**

POWER OF ATTORNEY HOLDERS OF :

1] Shri Madhubhai Maganbhai Patel,

2] Shri Mayurbhai Madhubhai Patel,

3] Shri Divyakant N. Patel an HUF represented by its Karta Divyakant N. Patel,

4] Shri Hitesh Madhubhai Patel,

5] Shri Alpesh Babubhai Patel,

6] Shri Sanjay Babulal Doshi,

7] Shri Kalpen Kishorbhai Doshi – an HUF represented by its Karta Kalpen Kishorbhai Doshi

The party of the Third Part

M/s SHRILABH REALTY - The Developers:

_____

1) Mr. VINODKUMAR PATNI

Witnesses:

1. **_____**
2. **_____**