

SALE DEED FOR AN IMMOVABLE PROPERTY BEING
FLAT No._____ ON _____ **FLOOR**, HAVING FRAME
STRUCTURE CONSTRUCTION IN THE SCHEME TITLED As
“The Earth Infinity” FOR RS. _____/- ONLY.

This SALE DEED is executed on the _____ day of February,
2016, in favour of **Purchaser** the Party of First Part :

- 1. Mr.**_____, Aged : Adult, PAN No.
- 2. Mr.**_____, Aged : Adult, PAN No.

Both Residing at :

Who hereinafter shall be referred to as Purchaser, the Party of the First Part in the present Sale Deed, which meaning the words would mean and include the Purchaser - the Party of the First Part himself / herself, his / her / heirs, successors, assignees, executors, administrators, attorneys, etc.;

By the Vendors - the Party of SECOND PART:

1. **Mr. Mehul Ganshyambhai Patel**, Age : Adult, Occ. : Business,
2. **Mr. Rakesh Muljibhai Patel**, Age : Adult, Occ. : Business,
3. **Mr. Rajubhai Hasmukhbhai Thakkar**, Age : Adult, Occ. : Business,
All Residing at : Opposite BAPS Swaminarayan Temple, Bhayli, Vadodara.

Who hereinafter shall be referred to as the Party of the Second Part Vendors (the land owners) in the present Sale Deed which meaning the words would mean and include the Party of the Second Part Vendors themselves, their heirs, successors, assignees, executors, administrators, etc.;

The Confirming Party – Party of Third Part:

M/S. Infinity Infra, a Partnership Firm, named as such, having its Office at : Vadodara, through its Partner and Administrator **Mr. Kaushik Gunvantbhai Ranpara**, Age : Adult, Occ. : Business, Residing at : 2, Raviraj Society, New Sama Road, Vadodara.
Pan No.

Who hereinafter shall be referred to as the Party of the Third Part (Confirming Party) in the present Sale Deed, which meaning the words would mean and include the Party of the Third Part firm itself, its partners from time to time, their heirs, successors, assignees, executors, administrators, etc.;

That this Sale Deed is executed by Party of the Second Part and Party of Third Part herein upon willingness in favour of you the Party of the First Part herein that:

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WHEREAS, the land bearing Old **R. S. No. 565 & 566**, having its **Block No. 475 & 475/2, admeasuring 11534.00 Sq. Mts.** are situated in the limits of Mouje Village **Bhayali**, situated in the Registration District Vadodara, Sub Registration District **Vadodara** is belonging to the joint ownership, enjoyment and possession of the Vendors, Party of the Second Part landowners which land has been purchased/acquired by the Vendors from its original owners Chandubhai Shankarbhai Patel, Shantibhai Shankarbhai Patel, Rameshbhai Shankarbhai Patel & Thakorbhai Shankarbhai Patel on dated 05/06/2015, under a Sale Deed at Sr. No. 969 and 970, registered in the Office of the Sub Registrar, Vadodara. By virtue of the said sale deed, we the Vendors herein became joint owners, attorney of the said land and the same is appearing in the names of Vendors in the revenue record 7/12 vide Account No._____ as per Entry No._____ dated :_____.

AND WHEREAS, upon inclusion of the land bearing Old **R. S. No. 565 & 566**, having its **Block No. 475 & 475/2** of Mouje Bhayli in Town Planning Scheme No.4 (Bhayli), it has been given F. P. No. 76, admeasuring 8093.00 Sq. Mts. for which the Collector, Vadodara has granted permission for conversion of the said land from agriculture to Non-agricultural use vide his order No. N. A. / S. R. / 604 / 2015 - 2016, No. Land / D / Sec. – 65 / 7376 to 7384 / 2015, dated 08/10/2015.

Therefore, the Vendors party of the Second Part herein has full right, power and authority to sell the said land. Under such rights and powers, a Development Agreement at Sr. No.2132 dated 11/02/2016 before registered in Vadodara, has been executed for the said non-agricultural land admeasuring 8093.00 Sq. Mts. by the Party of the Second Part landowners in favour of Party of the Third Part **M/S. Infinity Infra**, partnership firm and since the rights under the said Development Agreement have arisen, as per such rights and powers,

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the Party of the Third Part has obtained permission for making construction / development over the said land vide **Permission No. UDA / Plan – 4 / Permission / 28 / 2015, dated 03/11/2015** and **Permission No. UDA / Plan – 6 / Permission / 09 / 2016, dated 02/06/2016** the permission for Making Construction of Commercial complex & Residential Units + Club House at Low Rise Buildings has been given and the said scheme is titled as **“The Earth Infinity”**. Out of the said scheme, the property having construction being a **Flat No._____ on _____ Floor, in Tower - _____**, (with a right to make remaining construction) has been sold to you the Purchaser herein for **Rs._____/-**. **Cheque No._____**, **Dated : _____**, _____ **Bank**. The said sale consideration has been received by cheque.

Thus, as per aforesaid details, the sale consideration has been received by cheque. Upon admitting and acknowledging the said sale consideration having received, the receipt there for is issued and in exchange of the said sale consideration the unit having construction as stated in the schedule hereunder has been sold with all rights to complete the remaining construction.

SCHEDULE

DESCRIPTION OF THE PROPERTY SOLD

In non-agricultural land bearing out of Old R. S. No. 565 & 566, having its Block No. 475 & 475/2, admeasuring 11534.00 Sq. Mts. upon its inclusion in T. P. Scheme No. 4 (Bhayli) it has been given F. P. No. 76, situate, lying and being in Mouje Village Bhayali, the Registration District and Sub Registration District Vadodara, the same is admeasuring 8093.00 Sq. Mts. on which a scheme has been organized is titled as **“The Earth Infinity”**. The property has construction being a **Flat No._____ on _____ Floor, in Tower - _____**, having construction area _____ **Sq. Mts.** and the proportionate

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undivided land under common plot and road is admeasuring _____
Sq. Mts. and said property is sold vide present Sale Deed, the boundaries of the **Flat** agreed to be sold are as under:

East :

West :

North :

South :

Thus, the property having construction of within aforesaid boundaries is sold to you with rights to complete the remaining construction.

PHOTOGRAPHS OF THE PROPERTY SOLD PASTED

Add : Flat No.____, The Earth Infinity, Bhayali, Vadodara.

Purchaser the Party of First Part :

1. Mr. _____
2. Mr. _____

Signed by the Party of Second Part :Vendor

1. Mr. Mehul Ganshyambhai Patel _____
2. Mr. Rakesh Muljibhai Patel _____
3. Mr. Rajubhai Hasmukhbhai Thakkar _____

Signed by the Party of Third Part:

Confirming Party Developers:

M/S. Infinity Infra, for and on its behalf

By Administrative Partner:

Mr. Kaushik Gunvantbhai Ranpara _____

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1. The permanent ownership over the terrace situated over the last floor shall remain with the Party of the Third Part **M/S. Infinity Infra** and if any additional construction becomes available in future on the said terrace then **M/S. Infinity Infra** shall do so as per our wish and desire and the requirement to use the same arises then the Purchasers of the unit as well as any other member of the scheme shall not raise any objection or dispute in that regard. With such a clear cut condition, the present Sale Deed has been executed.
2. The use of staircase, lift and passage and parking provided in the said scheme is to be used, enjoyed and utilized jointly.
3. That the said building named as **“The Earth Infinity”** collapses in future for any reason whatsoever or suffers damage of any nature then each owners of the said scheme shall have to cause and make the repairing in their respective portions as per property sold at his/her/their cost.
4. That in the above named scheme **“The Earth Infinity”**, out of the flats situated therein, no any dispute or difference has arisen with regard to construction or price of the flat purchased by the Purchaser/s. The said sale deed has been executed by the Party of the Second Part and Third Part at the instance of the Party of the First Part and upon accepting the complete sale consideration.
5. That in the said scheme titled as **“The Earth Infinity”**, whatever roads for coming and going, staircases, common passages, overhead/underground water tanks, common passage and common water and drainage lines and common electric fitting, water bore, motor pump, etc. facilities that may provided in the scheme, its use and utilization shall be made by all members in common and jointly.
6. In the said **“The Earth Infinity”** scheme as there is no drainage and water facility of VUDA, all members have been

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provided with water facility through bore and septic tank for drainage purpose. The responsibility for its maintenance shall be of members of the flats jointly. There will not be any responsibility of **M/S. Infinity Infra** in the same. Moreover, at any relevant time if the water and drainage lines are provided either Vadodara Urban Development Authority or another other authority then at that time its expenses and the amount payable for the same is to be paid by the member. With such clarification the present sale deed has been executed.

7. With a view that said facilities continues to operate in the said scheme titled as **"The Earth Infinity"**, whatever expenses are incurred towards maintenance, cleanliness, government taxes are required to be paid, the same are to be borne and paid by each members proportionately falling at the share.
8. If all co-owners in the said scheme titled as **"The Earth Infinity"** decides to form an Association or Society for maintenance of the said scheme then in that case, you the Party of the First Part Purchaser/s has to become a member of such Association / Society compulsorily and shall have to bear and pay proportionate share towards maintenance expenditure as well as other amount.
9. That stamp duty, registration fee, scribe fee, typing expenses, expenses relating to MGVCL/GEB, etc. all expenses relating to the sale deed in respect of said property are to be paid and borne by the Party of the First Part – Purchaser/s.
10. From the date of sale deed in respect of said property, all sorts of outgoings, such as taxes, electricity bills, common charges for the flat, etc. as may become recoverable shall have to be paid and borne by you the Purchaser/s herein.
11. That the above described property is of the joint ownership, enjoyment and possession of the Party of the Second Part Vendors herein and except the Vendors no one has any right,

title, interest, concern, share, claim, demand over the same. The title of the said property is clear and marketable and we have sufficient right and authority to sell the same. By giving such an assurance and trust, the present Sale Deed has been executed by us in your favour.

12. That upon accepting the aforesaid consideration in Rupees, the property consisting of all rights such as right of coming and going in and from the road, disposal of water, to take drainage, telephone, water lines, electric connection, etc. has been sold to you for ever and permanently in exchange of consideration. In spite of the same, if any one comes forward raising any claim then the responsibility to remove all such hurdles is that of ourselves Vendors herein.
13. That by virtue of these presents, you the Purchaser/s as well as your heirs, successors, etc. all have become independent owners of the said property and shall have a right, power and authority to use, utilize and enjoy the same and can mortgage, sell, gift the same and use and administer the same as per your desire. Therefore, now we or our heirs, successors do not have any right, interest, concern, share or claim over the same.
14. That on the basis of present Sale Deed, the Purchaser/s shall have a right, power, authority and competence to get the said property sold vide these presents transferred/mutated in his/her/their name/s in Revenue record and City Survey Office, Vadodara Maha Nagar Seva Sadan record, M.G.V.C.L. as well as concerned offices of the Government and Semi Government and whatever signatures and consent of the Vendors are required, we are bound to subscribe the same.
15. The provision for parking made in the said building shall be common for all members. In future if the building collapses for earthquake or due to natural calamity incidence then you will have a right in proportion to the area/measurement of your flat.

However, the new construction can be made upon obtaining permission from Government and Semi Government offices. For any damage suffered due to natural calamity incidence, no member shall be entitled or cause to prefer a suit of any nature in the Court. In spite of the same if any suit-claim is preferred then the same is and shall be treated as null and void present Sale Deed.

16. All Government, Semi Government taxes, land revenue till date has been paid up by the Vendors herein in respect of said property. In spite of the same if any thing is found outstanding recoverable, then the responsibility to pay the same is that ours i.e. Vendors and now onwards, from the date of Sale Deed, all such outgoings are to be borne and paid by the Purchaser/s.
17. That the land under the said scheme is belonging to our joint ownership, possession and enjoyment. Whatever construction is caused in the said land, the said construction is of the Party of the Third Part. Except the said Party of the Third Part herein, no one has any right, title, interest, share, concern, nexus with the same and the same is not given under writing of guarantee in favour of anyone. There is no charge of maintenance or dwelling over the said property and the same has not been sold, gifted, mortgaged and no one has taken it by way of compensation and the same has not been given to any body by executing Agreement to Sale or any other writing. By giving such an assurance and trust, the said property is sold to you. In future, if any one comes forward raising his right, obstruction then all such hurdles shall be removed at our cost and if we do not do so and you are occasioned to remove the same then the entire responsibility for the same shall be that of the Vendors herein.
18. If it is decided to form any Association in the said scheme then each member has to become a member of such Association compulsorily and shall have to pay and bear the share

contribution or administrative expenses separately and shall have to strictly follow and observe the rules and regulations framed by the Association.

19. In any of the flats in the said scheme, the owners of the upper and lower flat shall have to give permission for maintenance in the respective flat.

That present sale deed is executed by the Writers herein upon our willingness after reading, understanding, thinking, became acquainted with the same, in cleverness, without threat or pressure of any nature which is and shall be acceptable, binding and agreeable to us, our partners from time to time, our heirs, successors.

Signed in presence of witnesses:
Signed by the Party of Second Part:
Vendors

Witnesses.

- 1.
- 2.

1. Mr. Mehul Ganshyambhai Patel

2. Mr. Rakesh Muljibhai Patel

3. Mr. Rajubhai Hasmukhbhai Thakkar

Party of Third Part : Developers

M/S. Infinity Infra, for and on its behalf
By Administrative Partner:

Mr. Kaushik Gunvantbhai Ranpara

Registration Act 1908 Section 32 (A)

Party of First Part : Purchaser

1. Mr.

2. Mr.

Party of Second Part : Vendor

1. Mr. Mehul Ganshyambhai Patel

2. Mr. Rakesh Muljibhai Patel

3. Mr. Rajubhai Hasmukhbhai Thakkar

Party of Third Part : Developers

M/S. Infinity Infra, for and on its behalf
By Administrative Partner:

Mr. Kaushik Gunvantbhai Ranpara