SALE DEED

Document Regi.	No
Reg. Date	

VENDOR: -

M/s. SAI CONSTRUCTION

Address: - Plot No. 243, GIDC Umbergaon,

At & Post - Umbergaon, Tal - Umbergaon, Dist - Valsad.

AND

PURCHASER: -

M/s. VAIBHAV FITTING INDIA PVT. LTD.

Address:- Plot No. 280/1, GIDC Umbergaon,

Taluka - Umbergaon, Dist - Valsad - 396 171.

ULHAS I. TANDEL ADVOCATE

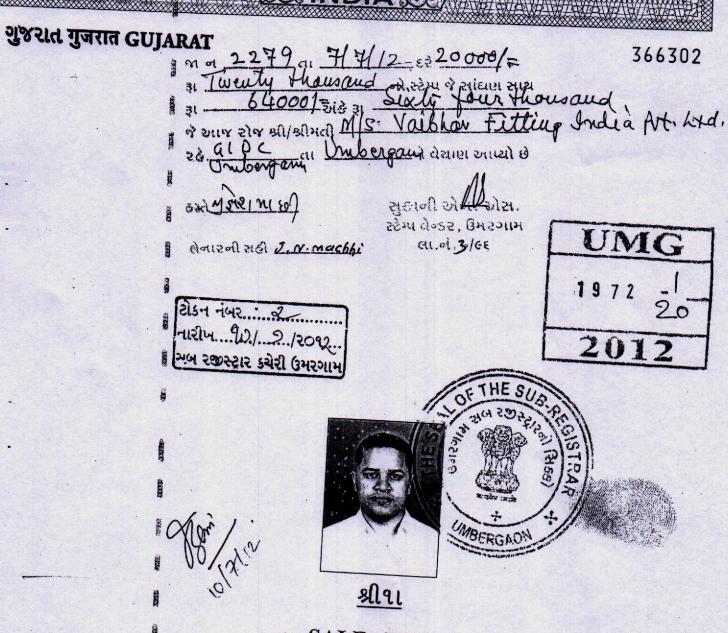
Address: Aditya Darshan Building, First Floor, Shop No. 4,

Above Bank Of Baroda, Main Road, At & Post – Umbergaon Town, 396170

Tal – Umbergaon, Dist – Valsad, (Gujarat State)

Mobile – 9825155117





:: SALE DEED ::

(Sale Price Rs. 13,00,500/- only)

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मारतीयगेर न्यायिक INDIA NON JUDICIAL
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THIS SALE DEED is made and executed at UMBERGAON, Dist: Valsad, on this <u>lo</u> day of JULY 2012, BETWEEN.....

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Joseph Jana GUJARAT 2279 at 7/7/202000 500 366304

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M/s. SAI CONSTRUCTION

Represented through its proprietor

Mr. JIGNESH ISHWARBHAI BARI

Age 30 Years, Occu - Business,

Pan No. AHSPB 4293 K

Address: - Plot No. 243, GIDC Umbergaon,

At & Post - Umbergaon, Tal - Umbergaon, Dist - Valsad.

Hereinafter called as the "Vendor" (which expression shall unless it be repugnant to the context or meaning shall be deemed to mean and include its all partners, their legal heirs, executors, administrators and assignces) of the ONE PART.

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AND

M/s. VAIBHAV FITTING INDIA PVT. LTD.

a company incorporated under the provisions of the companies act - 1956

Represented through it's Director

Mr. SURESH GHEVARCHAND SANGHVI

Åge 36 Years, Occu - Business,

Address:- Plot No. 280/1, GIDC Umbergaon,

Taluka – Umbergaon, Dist – Valsad – 396 171.

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Hereinaster called as "THE PURCHASER" (Which expression unless it be repugnant to the context or meaning shall be deemed to mean and include its all directors, executors, administrators, attorneys and assignees) of the OTHER PART. Having it's Pan No. AACCV 4879 R.

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WHEREAS, the Vendor absolutely seized and possessed of or otherwise well and sufficiently entitled to a Non Agriculture land being situated in "SHEETAL TOWNSHIP" PROJECT at Village: DAHERI, Taluka: Umbergaon, Dist: Valsad. The details of lands are as under: -.

Name of Village	Revenue Survey No.	Khata No.	Area In Hector
Daheri	113/5/Paiki 1 / P 1 / P 50 (Part – Y)	978	In Hector 0 - 46 - 84

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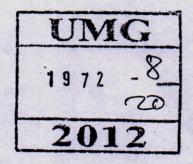
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WHEREAS, the said land bearing Survey No. 113 / 5 / Paiki 1 was originally an old tenure agriculture land. And its original owner was Mrs. RAMABEN KALIDAS MEHTA. She expired on dated 25/2/1982. So, after her death, the said land was transferred in the name of her only legal heir i.e. daughter Mrs. NAVALBAI KALIDAS MEHTA.

The Mutation Entry No. 3021 Dated 17/06/1983 was effected on revenue records of Village - Daheri. Therefore Mrs. NAVALBAI KALIDAS MEHTA became absolute owner of the said land.



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WHEREAS, Mrs. NAVALBAI KALIDAS MEHTA died on dated 10/02/1992. But prior to her death, she had made her last "WILL" on dated 16/7/1972 in favour of her son Mr. PRABHUDAS RAICHAND MEHTA. Therefore, on the basis of "WILL", the said property was transferred in the name of Mr. PRABHUDAS RAICHAND MEHTA on Village Panchayat Records of the said property. Hence Mr. PRABHUDAS RAICHAND MEHTA became independent owner of the said land.

The mutation Entry No. 3530 Dated 20/2/1992 was effected on revenue records of Village - DAHERI for the same.

WHEREAS, Mr. JIGNESH ISHWARBHAI BARI (the vendor herein) has purchased the said land from Mr. PRABHUDAS RAICHAND MEHTA on dated 20/10/2006 by Sale Deed No. 6937 / 2006. Hence by virtue of said sale deed, Mr. JIGNESH ISHWARBHAI BARI (the vendor herein) became legal owner of said property.

The Mutation Entry No. 4195 dated 14/11/2006 was certified by Mamlatdar Saheb of Umbergaon in respect of said Sale Deed.

Thereafter, Mr. JIGNESH ISHWARBHAI BARI (the vendor herein) has applied before the DISTRICT DEVELOPMENT OFFICER OF VALSAD (i.e. the competent authority) to convert the said land into residential Non Agriculture land. His application was granted by the DISTRICT DEVELOPMENT OFFICER OF VALSAD on dated 29/10/2007. And, hence the said land has been converted into residential Non Agriculture land for residential purpose by DISTRICT DEVELOPMENT OFFICER VALSAD'S N. A. order No. DP / N. A. / REGI / 15 / 07 - 08 / VASHI / 2297 - 2304 DATED 29/10/2007. By virtue of said N. A. order, the said land was recorded as "NON AGRICULTURE LAND" on all Govt. records.

The mutation Entry No. 4280 dated 1/11/2007 was passed by the competent authority in respect of said N. A. order.

Present, the said land has been registered in the independent name of vendor on Govt. records by Khata No. 978.

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WHEREAS, originally the said land is a residential purpose Non Agriculture land. And it consists of several independent residential plots. The vendor has planned to make construction of low rise building on said land.

Therefore, vendor has applied before the competent authority to revise original N. A. order for making of low rise buildings on said land i.e. Revenue Survey No. 113 / 5 / Paiki 1 / Paiki 1 / Paiki 50 total area of 4681 – 00 Sq. Mtrs. The DISTRICT DEVELOPMENT OFFICER VALSAD has granted their application for revise of original N. A. order and granted revised N. A. permission to make construction of low rise buildings on said land. The necessary revised N. A. order No. DP / LNA / REGI – 24 / 09 – 10 / VALSAD / 1680 – 86 / 2010 dated 4/6/2010 has been passed in favour of vendor by the District Development Office Valsad for the same.

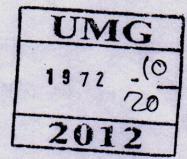


Hence the necessary revised N. A. permission has been already obtained by the vendor for making construction of buildings on said land.

AND WHEREAS, on the basis of said N. A. order, Mr. JIGNESH ISHWARBHAI BARI (The vendor herein) has also got the plans and maps sanctioned from the TOWN PLANNING OFFICE OF VALSAD on dated 05/01/2010 by their office order No. BP / UMBERGAON / DAHERI / 17 for making construction of buildings on said land. And same have been also sanctioned / approved by Village Panchayat – DAHEIR in general meeting held on dated 10/04/2010 by resolution No. 1.

AND WHEREAS, the vendor made construction of low rise building on said land, more popularly known as "VARDHAMAN COMPLEX" building. The said building consists of several residential independent flats and shops. And the said building also surrounded by open land & internal road and common open passages etc. The vendor is an absolute owner of said project. And it has been registered in the name of vendor on Govt. records. Therefore, the vendor is holding free, clear & marketable title of the said property.

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AND WHEREAS, the purchasers have agreed to purchase from the vendor on an ownership basis a Flat No. H - 302 admeasuring 1445 - 00 Sq. Feet, (consisting of 2 Bed Rooms + 1 Hall + Kitchen + Bathroom + Toilet + Balcony) being situated on 3rd Floor in "H" building of "Vardhaman Complex" situated in "SHEETAL TOWNSHIP" project at Village - Daheri, Tal: Umbergaon, Dist: Valsad, Hereinafter referred to as the "THE SAID FLAT" and more particularly described in the Schedule - I hereunder written.

The Vendor also agreed with the purchaser for the absolute sale of said flat with clear and marketable title and also free from all encumbrances for total sale price amount of Rs. 13,00,500/- (Rupees Thirteen Lac Five Hundred) only which is the present fair market value of the said flat.

The Purchaser perused deed, documents, papers and writing pertaining to the title of the said land have satisfied himself with the title of the said land and with construction thereon and have accepted the same. The Purchaser has inspected all the papers, documents, statements, agreements, writings and documents and other documents in respect of the said property.

WHEREAS, it is agreed by and between the parties that, the necessary stamp duty, registration fees, advocate fees, transfer charges and other misc. charge shall be paid by the purchaser only.

NOW THIS INDENTURE WITNESSETH THAT, the purchaser has paid Rs. 13,00,500/- (Rupees Thirteen Lac Five Hundred) only to the vendor being full and final sale price amount of said flat by below mentioned Cheques before execution of this sale deed.

Cheque No.	Date	Amount	Name of Bank
000070	20/04/2012	3,00,000/-	Bank of Baroda. Khetwadi Mumbai Branch.
000097	02/05/2012	8,00,000/-	Bank of Baroda. Khetwadi Mumbai Branch.
000165	07/07/2012	2,00,500/-	Bank of Baroda. Khetwadi Mumbai Branch.
	Total	13,00,500/-	

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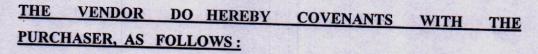


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The vendor has also accepted entire sale price amount of said flat from the purchaser by above mentioned cheques. The payment and receipt whereof, the vendor hereby admit & acknowledges.

Now therefore, the purchaser has requested the vendor to register necessary sale deed before Sub-Registrar office for transferring ownership of said flat in favour of purchaser. And on request of purchaser, the vendor has executed this deed in favour of purchaser, and get it registered before Sub-Registrar office Umbergaon.

By this sale deed, the vendor has sold the said flat to the Purchaser on an ownership basis and transferred the legal ownership of the said flat in favour of the Purchaser. And a vacant and peaceful possession of above said flat has been handed over by the vendor to the Purchaser before execution of this sale deed. And the Purchaser has accepted the peaceful possession of the said flat from the vendor in presence of witnesses.



- That the Vendor (direct or indirect) has not mortgaged, gifted, sold or encumbered or in any way transferred or agreed to transfer the said flat to any party, nor have borrowed, any moneys from the Government or any land mortgage bank or private money lender or co-operative money lender, or any co-operative credit society or any nationalized or non-nationalized bank or any other party by mortgaging said flat against any security. Moreover, there are no proceedings instituted by or against the vendor in respect of the said flat or otherwise and pending in any court or before any authority. Therefore, the title of the said flat is clear and marketable.
- 2) That the vendor (direct or indirect) or any one has not offered the said flat as security for any moneys advanced by any other party to the vendors. And the vendor has not created any encumbrances on the said flat regarding the same. Hence this property is free from all the encumbrances.

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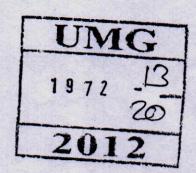
- 3) That the vendor hereby undertake to keep the purchaser freely, clearly and absolutely discharged saved harmless and kept indemnified against all estates charged encumbrances, lien, attachments, trusts, claims and that the purchaser shall have to bear all the taxes or any other charges levied by Government or competent authorities made by them on or after the day of possession.
- 4) The vendor has absolute right to sell the said flat described in the Schedule below and it has clear and marketable title free from any charge, mortgage, or any other encumbrances or doubts.
- 5) The Vendor shall give necessary signs & consents to the purchaser to transfer the said flat on the Govt. records & on village Panchayat & other government records.
- 6) All the previous Govt. taxes in respect of said land and flat shall be paid by the vendor before the date of sale.

THE PURCHASER COVENANTS WITH THE VENDORS AS FOLLOWS:

- The purchaser shall not store in the said flat any goods hazardous or of combustible nature on which are to hereby to effect the structure of the said flat & building.
- 2) The purchaser shall maintain at his/her/their own cost the property in good condition and order in which delivered to him and shall abide by all bye-laws, rules and regulations of the Government and said building and any other authorities, and local bodies and shall attend answer, & be responsible for all actions in violation of the conditions or rules bye laws and shall observe and perform all the terms and conditions in this sale deed.
- 3) The purchaser shall not be entitled to claim partition of his share in the said land/building or portion there and the said building or portion there and the same shall always remain imputable. It is expressly agreed that the vendor shall not be liable to execute as separate conveyances, assignment or any other document transfer in respect of the said premises in favour of the purchaser. But, the purchase shall hold his/her/their undivided share of 10 00 Sq. Mtrs. in the land belongs to the said building.

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- The Purchaser shall not at any time or cause or permit to do any nuisance or annoyance in or upon the premises or any things which shall cause unnecessary, annoyance in conveyances, hindrance or disturbance to the other flat holders. It is further declared the purchasers shall not throw dirt, rubbish, rage or other refuse or permit the same to be thrown from the said flat and shall not store in the said premises any goods or hazardous which shall cause damage to the construction or structure of the said building.
- 5) It is further declared that THE PURCHASER shall not use the said flat for any other purpose other than as a residence purpose.
- 6) It is also further declared that THE PURCHASER shall maintain the front elevation and the side and rear elevation of the said building in the same form and shall not any time alter the said elevation in any manner whatsoever the nature of the said flat or any part thereof.
- 7) It is also expressly declared that THE PURCHASER shall pay the proportionate charges and expenses of maintainability of the said building including expenses for maintenance of drainage, gutters, pipes lines, electric fittings etc. in common with other occupiers of the said building.
- 8) It is also hereby further declared that THE PURCHASER shall not cause or permitted to do any nuisance or annoyance in or upon the premises or anything which shall cause unnecessary annoyances, inconvenience, hindrance or disturbance to the holders of the flat or the property in the neighborhood.
- Purchaser shall bear necessary village Panchayat taxes and other lawful taxes of the above said flat from the date of possession. Moreover, the purchasers shall also be liable to pay necessary VAT / Service Tax which may impose by the Govt. of Gujarat from time to time.
- The purchaser shall be entitled to get light connection in the said flat. But all the expenses of light connection shall be paid by the purchaser only. The vendor shall give necessary signs/consents to the purchaser for the same.

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- 11) The Purchaser shall abide all rules and regulations of the said building and "SHEETAL TOWNSHIP" project. And the purchaser shall use the said flat for residential purpose only and for not other purpose. And the Purchaser shall regularly pay monthly maintenance charges as fixed by the owners of the building from time to time.
- 12) The expenses for executing this sale deed i.e. stamp duty, registration charges, advocate fees etc. is borne and paid by the purchase only.
- 13) A vacant and peaceful possession of the said flat has been handed over by the purchaser, hence the purchaser have become lawful owner, occupier and possessor of above said flat. And by virtue of this sale deed the vendor has surrendered and transferred their lawful rights, title, interest and benefits of above said flat in favour of purchaser. In future the vendor shall not be entitled to ask or claim the said flat from the purchaser. Henceafter the purchaser shall have full rights to use the said flat for their personal use and shall be entitled to give it on lease or rent as he deem fit & proper.
- 14) The title of above said flat is clear & marketable and free from all encumbrances. And the vendor sold and transferred the ownership of the said flat in favour of purchaser with clear & marketable title.

:: DESCRIPTION OF THE FLAT :: " SCHEDULE - I "

ALL THAT piece and parcel of residential Flat No. H – 302 admeasuring 1445 – 00 Sq. Feet, equivalent to 134 – 29 Sq. Mtrs. Super Built up, being situated on 3rd Floor in "H" building of "VARDHAMAN COMPLEX", constructed on Non Agriculture land Revenue Survey No. 113 / 5 / Paiki 1 / Paiki 1 / Paiki 50 (Part-Y) situated in "SHEETAL TOWNSHIP" Project at Village – DAHERI, Tal – Umbergaon, Dist – Valsad, alongwith 10 – 00 Sq. Mtrs. undivided share in land of said building and together with all rights, interest, easement etc, thereto.

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IN WITNESS WHEREOF the parties hereto set their respective hands seals on the day and year herein above written.

SIGNED, SEALED & DELIVERED
By the within named VENDOR
M/s. SAI CONSTRUCTION
Through its proprietor
Mr. JIGNESH ISHWARBHAI BARI

Mr. JIGNESH ISHWAPPHAL PARK

THE SUS OCCUPANTS OF THE SUS OF T

Witness:-

1) Ulhas J. Jandel

2) Full by

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SCHEDULE

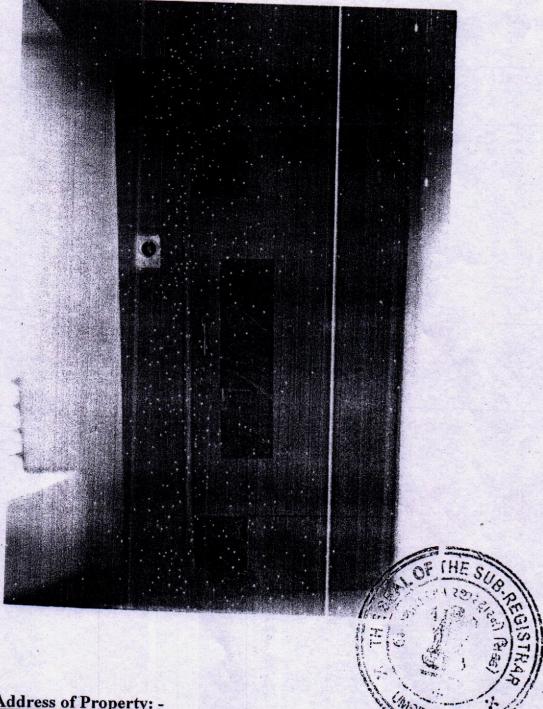
PURCHASER				
Photograph of Purchaser	Left Hand Thump Impression of Purchaser			
	Photograph of Purchaser			

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:: Photo of Property ::

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Address of Property: -

Village - DAHERI, Tal - Umbergaon, Dist - Valsad. "VARDHMAN APARTMENT", Flat No. H - 302.

VENDOR:

PURCHASER:

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Serial No.

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Presented of the office of the Sub-Registrar of

S.R.O - UMBERGAON

Between the hour of

12 to 13 on Date

10/07/2012





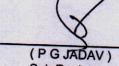
M/s. Sai Construction through its proprietor Mr. Jignesh Ishwarbhai Bari



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(P G JADAV) Sub Registrar S.R.O - UMBERGAON

2012235002782 Receipt No :-Received Fees as following Rs. Registration 13010 Side Copy Fee (22): 220 Postage 70 Other Fees 0 TOTAL :-13300



Sub Registrar S.R.O - UMBERGAON

Sl.no

Party Name and Address

Age Photograph

Thumb Impression

Signature

Executing

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M/s. Sai Construction through its proprietor Mr.Jignesh Ishwarbhai Bari

Umbergaon, Tal. Umbergaon

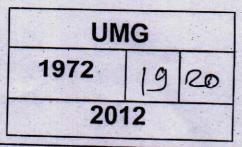






Executing Party admits execution





Kundan Motiram Machhi
 C/o. Ulhas I. Tandel (Advocate)
 Umbergaon, Ta. Umbergaon





Known to the under signed Sub-Registrar state that the personally known the above executant and identifies him/them.

- Freedow

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Date 10 Month

July -2012

SUBJECT OF THE STATE OF THE STA

P G JADAV Sub Registrar S.R.O - UMBERGAON

Produced Form No.1 for finalise the Marketvalue.

Date: 10/07/2012

P G JADAV Sub Registrar S.R.O - UMBERGAON

Verified PAN No/GIR No as per IncomeTax Rules 1962.

Executant No.

Claiment No.

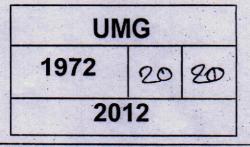
Conformer No.

Date:

10/07/2012

(PGJADAV)

Sub Registrar S.R.O - UMBERGAON



Received Copies of Certified Evidence of Seller , Buyer and Identifiers of Document

Date

10/07/2012

(P G JADAV) Sub Registrar S.R.O - UMBERGAON



Book No. 1972 Registered No.

Date: 10/07/2012

P G JADAV Sub Registrar S.R.O - UMBERGAON

