

SALE DEED FOR AN IMMOVABLE PROPERTY
BEING FLAT No. “_____” on the “_____” FLOOR IN
TOWER – “_____” THE SCHEME TITLED AS “EARTH ARTICA”
FOR **RS. “_____”/- Only**

THIS SALE DEED is executed at Vadodara today on Dated
_____ in favour of:

PARTY OF FIRST PART - PURCHASER:

1)NAME:- _____,

Aged ____ Years, Occupation:_____ , PAN NO.-_____

2)NAME:- _____ - _____,

Aged ____ Years, Occupation:_____ , PAN NO.-_____

Residing at _____

Who hereinafter shall be referred to as the Purchaser in the present Sale Deed, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said purchaser it self, its in succession, office bearers, members, etc. from time to time ;

BY the Party of the Second Part : VENDOR :

- 1. Shah Girishbhai Sundarlal, Age : Adult, Occ. : Business,**
- 2. Amin Samir Jagdishchandra, Age : Adult, Occ. : Business,**
- 3. Patel Mahendrabhai Gordhanbhai, Age:Adult, Occ.: Business**
- 4. Patel Jagdishbhai Gordhanbhai, Age : Adult, Occ. : Business,**
- 5. Patel Jitendrabhai Gordhanbhai, Age : Adult, Occ. : Business,**
- 6. Shah Vijayalaxmi Girishbhai, Age : Adult, Occ. : House Wife,**
- 7. Shah Amit Girishbhai, Age : Adult, Occ. : Business,**
- 8. Shah Chintan Girishbhai, Age : Adult, Occ. : Business,**
- 9. Shah Hina Girishbhai, Age : Adult, Occ. : House Wife,**
- 10. Shah Minaxi Amit, Age : Adult, Occ. : House Wife,**
- 11. Shah Priyanka Chintan, Age : Adult, Occ. : House Wife,**

All Residing at : 301, Taksh Classes, Vasna Road, Vadodara.

X_____X_____

Through Power of Attorney Holder of No. 1 to 11 above, **Shri Kamlesh Radheshyam Shah**, Age : Adult, Occ. : Business / Agriculture, Residing at : 301, Taksh Classic, Vasna Road, Vadodara,

Who hereinafter referred to as the Vendor in the present sale deed, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Vendor firm the Party of the Second Part it self, its in succession, office bearers, members, etc. from time to time;

BY the Party of the Third Part : Developer :

M/S. Beacon Realty, a partnership firm in the name and style as such, having its address at : Tulip Party Plot, Opp. Shivam Complex, Vasna Jakat Naka, Vadodara, through its Partner's **Mr. Kaushik Gunvantbhai Ranpara**, Aged : Adult, Occupation : Business, Residing at : Vadodara.

Who hereinafter referred to as the Developer in the present sale deed, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the developer firm the Party of the Third Part itself, its partners from time to time, their heirs, successors, assignees, executors, administrators, etc.; That the present Sale Deed is executed by the Party of the First Part Purchaser herein in favour of Purchaser the Party of the Second Part and Third Part that :

WHEREAS, the Party of the Second Part is the owner, in enjoyment and possession of the land of The non-agricultural land of Survey No.333 / 2 / Paiki / 2, City Survey No.240 Paiki of Mouje Village Tandalja, Vadodara, in draft T.P. Scheme No.26 (Tandalja), Final Plot No.84 adm. 12887.00 Sq. Mts. of Mouje **Village Tandalja**, situated in the Sub Registration District and Registration District Vadodara, and has been given revenue record.

WHEREAS, the Party of the Second Part is the owner. And Kashiben Gordhanbhai died on 18/07/2008 and his varsdar no. 1. Patel Mahendrabhai Gordhanbai, 2. Patel Jagdish Gordhanbhai, 3. Jitendrabhai gordhanbai Patel, 4. Kelashben Gordhanbhai Patel being village huk patrak 6, no. 3733, dated : 01/02/2009 on varsai nodh. And Kelashben Gordhanbai Patel dated : 15/06/2009, no. 3775 his brother in our left the huk.

The land paiki his owner Shah Girishbhai Sundarlal his present varsdar no. 1. Shah Vijayaben Girishbhai, 2. Shah Amit Girishbhai, 3. Shah Chintan Girishbhai, 4. Shah Hina Girishbhai, 5. Shah Minaxi Amit, 6. Shah Priyanka Chintan on village huk patrak no. 3822, dated : 23/11/2009 at varsai nodh, and has been given revenue record.

X_____X_____

The permission for using the aforesaid land under the scheme for non-agricultural use has been granted by the Collector, Vadodara, Non-Agriculture Branch, Vadodara vide his Order No. N. A. / S. R. / 234 / 2012 – 2013, No. Land / D / Sec.65 / Vashi / 7712 / 2012, dated 09/10/2012.

AND WHEREAS, The non-agricultural land of Survey No.333 / 2 / Paiki / 2, City Survey No.240 Paiki of Mouje Village Tandalja, Vadodara, in draft T.P. Scheme No.26 (Tandalja), Final Plot No.84 adm. 12887.00 Sq. Mts. which was purchased jointly by the Party of Second Part herein from the owner Chandramaniben Bhavsahab through Attorney and Possession holder Girishchandra Jayantilal Patel, under a Registered Sale Deed No.5164, dated 12/08/1999, Sale Deed No. 5178, dated 13/08/1999, Sale Deed No. 5263, dated 17/08/1999 and Sale Deed No. 5552, dated 30/08/1999 and accordingly, the Party of the Second Part herein became joint owners, attorneys, and possession holders of the same and as per Sale Entry No.2537, dated 02/09/1999 posted in the revenue record of the proceedings for mutation of joint names of Vendors were conducted.

That the Development Agreement has been executed by and between the Party of the Second Part landowners herein and Party of Third Part / Developers for making development over the said land, which is registered before the Notary, Shri P. J. Shah of Vadodara in Register at Sr. No. 222, dated 24/03/2014.

AND WHEREAS, for making construction over the aforesaid land the permission for construction has been granted by Vadodara Mahanagar Seva Sadan vide Rajachithhi **No. Ward – 11 / L – 57 / 2014, dated 02/12/2014** by approving the layout plans and maps and as stated in the said permission, the Party of the Second Part herein has made the development work at our expenses and the said scheme is titled as **“EARTH ARTICA”**.

Out of the said scheme, the property consisting of **Flat No._____** having construction (with a right to cause construction) is sold for a total sale consideration of **Rs. _____/- (_____ Rupees _____ Only)** and the said sale consideration has been received from the Party of the First Part by the cheque by party of the Third Part namely **Beacon Realty**.

X_____X_____

Thus, the Developer has received the amount of sale consideration by cheque from purchaser on behalf of Vendor and upon acknowledging and admitting the said amount of sale consideration received and in exchange of consideration, the immovable property as described in the schedule written hereunder, having with a right to make construction is sold to purchaser vide execution of present Sale Deed.

SCHEDULE

Description of the Property Sold

In non-agricultural land R. S. No. 333/2/Paiki/2, City Survey No. 240 Paiki, in draft T. P. Scheme No. 26 (Tandalja), F.P. No.84 admeasuring 12887.00 Sq. Mts. situated in the limits of Mouje Village Tandalja in the Sub Registration District and Registration District Vadodara (Vibhag - 3 Akota) the scheme has been organized as per approved layout plan and building plan and the RESIDENTIAL & COMMERCIAL scheme titled as “**EARTH ARTICA**”. Out of same, the property having construction of built up area with slab a **Tower** : ____ in **FLAT No.**____ on ____ **Floor**, having admeasuring area ____ **Sq. Mts.** along with proportionate undivided land admeasuring ____ **Sq. Mts.** The said land/property is agreed to be sold vide present Sale Deed.

The boundaries thereof are as under:

East :

West :

North :

South :

The property having with above boundaries and description, with a right to cause construction has been sold to you. On the said Agreement, the Dy. Collector, Stamp Duty, Valuation Organization Vadodara, has passed order No. Stamp / Vashi / V01 / K-33 / 602 / 2015, dated 20/01/2015 and accordingly, the amount of stamp duty has been paid vide Challan No.143 dated 23/01/2015 and as such they are authorized and entitled to develop the said land under the said Development Agreement.

X_____X_____

PHOTOGRAPHS THE PROPERTY SOLD:

Name, address of Property	FLAT No.____on <u>FOURTH</u> Floor, in Residential Complex in the Scheme titled as “EARTH ARTICA” Tandalja, Vadodara.	Signatures of Vendors and Purchaser
Name and address of the Vendor :	1. Shah Girishbhai Sundarlal 2. Amin Samir Jagdishchandra 3. Patel Mahendrabhai Gordhanbhai 4. Patel Jagdishbhai Gordhanbhai 5. Patel Jitendrabhai Gordhanbhai 6. Shah Vijayalaxmi Girishbhai 7. Shah Amit Girishbhai, 8. Shah Chintan Girishbhai, 9. Shah Hina Girishbhai 10. Shah Minaxi Amit, 11. Shah Priyanka Chintan, Through their POA Holder of all: Kamlesh Radheshyam Shah	
Name and address of Party of Third Part	“Beacon Realty”, a partnership firm Named as such, by its Adm. Partner. Kaushik Gunvantbhai Ranpara	
Name and address of the Purchaser		X_____ X_____

X_____X_____

THIS SALE DEED WITNESSES AS UNDER:

01. The immovable property within above boundaries as described hereinabove, having with a right to make construction has been sold to you the Party of the First Part and the actual and physical possession of the said construction has been handed over to you.
02. On the aforesaid land on which the scheme titled as “**EARTH ARTICA**” has been planned out in which the construction of in all residential towers and COMMERCIAL COMPLEX has been organized. In the said scheme, the roads and paths and parking land, common plot, club house are situated in the said towers the use thereof is to be made by all members of all towers together and jointly and the proportionate maintenance expenses for the same is and shall be incurred by all the members jointly and in the said scheme roads and parking land has been provided on which construction of any nature whatsoever is to be caused by any one and no any act so as to cause damage to the properties of other owners in the said scheme shall be caused and the land of the road shall be kept open. The same is to be used always and ever by the Party of the First Part along with other co-owner.
03. No any member shall have a right of any nature whatsoever on the last terrace situated over the COMMERCIAL TOWER towers. The unlimited right of the said terrace shall always remain with the Party of Third Part **M/S. Beacon Realty**. With this clear cut condition, the present Sale Deed has been executed.
04. The schedule property has been sold to you along with a right of coming and going through and from the road, rights of disposal of water, and all rights such as taking and carrying out drainage, telephone, water lines, electric connections and with a right to make its common use upon taking aforesaid sale consideration in rupees for ever and permanently in exchange of sale consideration. In spite of the same, if any one comes forward raising any right - claim then the responsibility to remove the same is cast on the writers the Party of the Second Part. By virtue of present deed, you your heirs, successors in office have become independent owner, attorney of the said property and shall have a right, power and authority to use and utilize the same as owner therefore and upon completing the construction of the said property, you, your

X_____X_____

successors in office, have acquired right, power and authority and entitled to mortgage, gift, sale the said property and to use, administer the same as you may desire. Therefore, now the Party of the Second Part as well as their successors in office shall not have any right, title, share, interest or claim-lien in the said property.

05. On the basis of present Sale Deed, the Party of the First Part is entitled and authorized to mutate/transfer the property more particularly described in the schedule written hereunder in the name of in the concerned record such as revenue record, City Survey Record, Madhya Gujarat Vij Company, Vadodara Mahanagar Seva Sadan, Government and Semi Government offices, Association, etc. as your cost, for which the Party of Second Part Firm shall subscribe all necessary signatures and consents.
06. That all taxes, cess, revenue, etc. that becomes payable now onwards from the date of present sale deed in respect of aforesaid property shall have to be paid by you the Party of the First Part Purchaser and whatever taxes are outstanding prior to the sale deed are and shall be paid by the Party of the Second Part writers.
07. That the property sold and conveyed vide execution of present sale deed is of the ownership, enjoyment and possession of the Vendor firm herein, and except the Vendor firm no one has any right, title, interest, concern, share, claim, demand over the same nor it is under attachment of any one or Income Tax or Excise Department has not taken the same in attachment and is not covered under such liability and the same is not given in favour of anybody under guarantee. There is no charge of maintenance of any body on the said property and is not mortgaged, sold, gifted nor the same has been taken in compensation nor the same is parted with by executing Agreement to Sale or writings of any other nature. That the title of the said property is clear and marketable. In spite of the same, if any one comes forward raising any right, title, interest, concern or claim than the entire responsibility to remove all such hurdles is and shall be on the Vendor.
08. That the facilities/amenities provided in the said property such as drainage line, boring, etc. shall always remain common and

X_____X_____

whatever underground and overhead water tanks that may be built which shall also be common of all the occupants/members of upper and lower owners and maintenance expenses of every nature with regard to the same shall be borne and paid by all falling at respective share. The property which has been sold/conveyed to the Purchaser, the land below the said building shall belong to the joint ownership with other co - owners in which no separate part-division can be made or demanded. However, in future, if the said building collapses in accidental circumstances than in such an event each member can make construction on the pillars at own cost in the area belong to his/their respective ownership.

09. The construction of the said tower as well as the property sold vide these presents has been examined and verified by the Purchaser and thereafter the same has been acquired by purchase. If the said property collapses in unforeseen circumstances due to natural calamity than the construction of the same is and shall be made by the Purchaser at its own cost in accordance with proportionate area sold to the Purchaser, in which there will not be any responsibility of any nature whatsoever of the Vendor. With this clear cut condition, the aforesaid property has been sold to you.
10. That the facilities like drainage line, boring, lift, etc. of the said property shall be common and whatever underground and overhead tanks are built over the said property which shall also be common of all upper and lower occupants/members and its maintenance expenses are and shall- be borne by all proportionately falling at respective share.
11. The property that has been sold to the Purchaser vide these presents, the surrounding walls as well as upper and lower labs of the said property shall be common and except the area of property sold to you, the Purchaser shall not have a right and claim the remaining property that is to say the ownership of the property sold to the Purchaser is to be construed within found boundaries.
12. The members of Earth **Commercial Complex** situated in the scheme titled as "**EARTH ARTICA**", shall not use the back side wall for putting window by breaking it or put a hole for fitting air conditioning machine. Further the use of parking space provided in the front side of the said premises as well as in the basement is to

X_____X_____

be made by the members of commercial complex only. The use of parking, club house, garden and common facilities provided in the rear portion of said commercial complex is to be made by the residential members only, with such a clarification the said property has been purchased by the Party of the First Part, which is an important and vital condition of the present Sale Deed.

13. The stamp duty, registration fee, scribe fee, etc. in respect of present Sale Deed is to be borne and paid by you the Purchaser alone.
14. If and when it is decided to form any Association or Company in the said scheme than each occupant/unit holder has to become a member of such association compulsorily and its membership, administrative expenses are to be paid separately.
15. Since it has been organized to build the said building based on beams, columns therefore, if any member desires to cause any repairing or demolition/breakage in the same than it will be necessary to obtain the Written permission of the Vendor herein Party of the Second Part and Third Part **M/S. Beacon Realty** as Well as of the Association formed and failing to do so, the work will be stopped therefore, each member shall have to compulsorily obtain the permission accordingly.
16. That on the aforesaid land the Party of .the Second Part has organized a scheme titled as “**EARTH ARTICA**”, and the construction plans thereof have been approved from the Vadodara Mahanagar Seva Sadan and the permission has been granted for making construction as per said approved plans. However, in future, if the permission for making additional/extra construction as per F.S.I. becomes available on the said land/property then in that case, the Party of the Second Part Vendor shall have unlimited, uninterrupted right, power and authority to make such additional/extra construction and shall have a right to use and utilize whatever Water, drainage connections as well as the common plot, garden and club house that are provided in the said scheme, in which

X_____X_____

matter, no any member or Party of the First Part Purchaser is/are bound to raise any objection or dispute.

17. Its unlimited, unrestricted right is and shall always remain with the Party of the Third Part **M/S. Beacon Realty** only.

IN WITNESS WHEREOF, the present sale deed is executed by the Vendor's herein upon sole willingness, after reading, cause reading, thinking, became acquainted of the facts, without any threat or pressure which is and shall be acceptable, binding and agreeable to us, our partners from time to time and their heirs, successors, etc. all.

**Signed by the within named Party
of the Second Part Writer**

1. Shah Girishbhai Sundarlal
 2. Amin Samir Jagdishchandra
 3. Patel Mahendrabhai Gordhanbhai
 4. Patel Jagdishbhai Gordhanbhai
 5. Patel Jitendrabhai Gordhanbhai
 6. Shah Vijayalaxmi Girishbhai
 7. Shah Amit Girishbhai,
 8. Shah Chintan Girishbhai,
 9. Shah Hina Girishbhai
 10. Shah Minaxi Amit,
 11. Shah Priyanka Chintan,
- Through their POA Holder of all:

Kamlesh Radheshyam Shah

**Signed by the within named
Party of Third Part (Developers)
"M/S. Beacon Realty", a partnership firm
Named as such, by its Adm. Partner.**

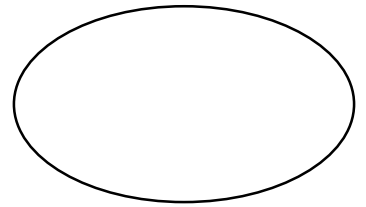
Kaushik Gunvantbhai Ranpara

X_____X_____

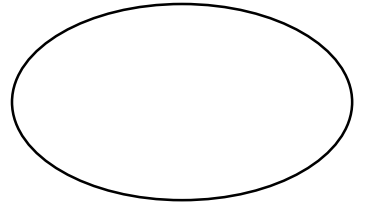
// 11 //
SCHEDULE AS PER SEC. 32 (A) OF
THE REGISTRATION ACT, 1908

Signed by the with named
Party of First Part Purchaser :

PREFIX YOUR
LATEST PHOTO
GRAPH



PREFIX YOUR
LATEST PHOTO
GRAPH



Signed by the with named
party of Second Part Sellers :

1. Shah Girishbhai Sundarlal
 2. Amin Samir Jagdishchandra
 3. Patel Mahendrabhai Gordhanbhai
 4. Patel Jagdishbhai Gordhanbhai
 5. Patel Jitendrabhai Gordhanbhai
 6. Shah Vijayalaxmi Girishbhai
 7. Shah Amit Girishbhai,
 8. Shah Chintan Girishbhai,
 9. Shah Hina Girishbhai
 10. Shah Minaxi Amit,
 11. Shah Priyanka Chintan,
- Through their POA Holder of all:

Kamlesh Radheshyam Shah

Signed by the within named
Party of Third Part (Developers)

“Beacon Realty”, a partnership firm
Named as such, by its Adm. Partner.

Kaushik Gunvantbhai Ranpara