

SALE DEED

SALE DEED

SALE DEED IN RESPECT OF HOUSE PROPERTY CONSTRUCTED
UPON RESIDENTIAL PLOT NO. 89, ADMEASURING 124.98 SQ MTRS.,
CONSTRUCTED AREA _____ SQ. MTRS., at “RAJVI
RESIDENCY”,IN AMALGAMATED NON-AGRICULTURAL LAND
BEARING SURVEY NO. 548 PAIKI-1, ACRES 15-00 GUNTHAS =
60,703.00 SQ MTRS., VILLAGE VARSAMEDI, TALUKA ANJAR-
KUTCH FOR Rs.....

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

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The Vendor :

Shri Bhavesh Fulchand Acharya, an Indian, adult, aged about 73 years, Occupation: Business, Address : Plot no. 267, Ward No. 23-B, Gandhidham-Kutch,(PAN Card No. ABIPA3976C) (Contact No. 9825210157); hereinafter referred to as “the Vendor”, of One Part,

The PURCHASERS :

1. Shri _____, an Indian, adult, aged about ____ years, Occupation: _____, Address : _____.
Pin No. _____ **Pan No.** _____

(Herein after referred to as the “**PURCHASERS**” for the sake of brevity of the Second Part which expression shall unless it be repugnant to the contest or meaning thereof shall be deemed to mean and include the persons above named and their heirs, executors, administrators and assigns)

CONFIRMING PARTY :

M/s. Rajvi Estate LLP, registered under the provisions of Indian Companies Act, 1956 having its Office at Plot No. 267, Ward No. 12-B, Gandhidham – Kutch thru its authorized Partner Shri Dhaval Bhavesh Acharya, an Indian, adult, Aged about 42, Occupation : Agriculture / Business, Residing at Plot No. 267, Ward No. 12-B, Gandhidham – Kutch, **Pan No. AASFR1271L**

(Hereinafter referred to as the “**Confirming Party** ” for the sake of brevity of the First Part which expression shall unless it be repugnant to the contest or meaning thereof shall be deemed to mean and include the person above named and its partners , executors, administrators and assigns)

AND WITNESSETH AS UNDER :-

WHEREAS; the Vendor is the absolute owner of House Property constructed upon Residential Plot No. ____, Admeasuring _____ Sq Mtrs., Constructed Area _____ Sq. Mtrs., “**RAJVI RESIDENCY**”, Non-Agricultural Land bearing **AMALGAMATED SURVEY NO. 548 PAIKI-1, ACRES 15-00 GUNTHAS = 60,703.00 SQ MTRS., VILLAGE VARSAMEDI, TALUKA ANJAR-KUTCH** (hereinafter for the sake of brevity referred to as “the said house property”).

DETAILS OF TITLE :

Survey No. 548/1, Acres 12-08 Gunthas :

WHEREAS; S/shri Jadeja Velubha Ranaji, Jadeja Veraji @ Tapubha Punjaji, Jadeja Gulabsangji Mobatsangji and Jadeja Ravubha Gagubha were holding and cultivating Agricultural Land bearing Old Revenue Survey No. 116, Acre 26-00 Gunthas, Village Varsamedi, Taluka Anjar, District Kutch since long.

WHEREAS; the said Jadeja Velubha Ranaji, Jadeja Veraji @ Tapubha Punjaji, Jadeja Gulabsangji Mobatsangji and Jadeja Ravubha Gagubha sold and conveyed the said Agricultural Land to Shri Mura Jagu and Shri Kana Devra vide Sale Deed dt. 25-03-1958, registered before Sub-Registrar, Anjar at Reg. No. 229 dt. 25.03.1958.

WHEREAS; the said Shri Mura Jagu and Shri Kana Devra sold and conveyed the said Agricultural Land to Shri Bechra Bhima and Shri Ramji Bijal vide Sale Deed dt. 04-03-1965, registered before Sub-Registrar, Anjar at Reg. No. 136 dt. 05-05-1965. As per this Sale Deed, Acres 2-00 Gunthas or thereabouts from this Agricultural Land bearing Survey No. 116, Acres 26-03 Gunthas, Varsamedi is acquired by Govt. for pipe line purpose.

WHEREAS; the said Agricultural Land bearing Survey No. 116, Acres 26-03 Gunthas is divided in three parts i.e. Survey No. 116/1, Acres 7-39 Gunthas, Survey No. 116/2, Acres 7-38 Gunthas and Survey No. 116/3/1, Acres 10-03 Gunthas. The Old Entry No. 570 in respect of Survey No. 116/1, Acres 7-39 Gunthas and Survey No. 116/2, Acres 7-38 Gunthas mention Shri Bechra Bhima and Shri Ramji Bijal as Occupant thereof. But no description of Survey No. 116/3/1, Acres 10-03 Gunthas and Occupant thereof appear in Old Entry No. 570.

WHEREAS ; at the time of promulgation Old Survey No. 116/1, Acres 7-39 Gunthas is given New Survey No. 545/2, Acre 1-36 Gunthas and Old Survey No. 116/2, Acres 7-38 Gunthas is given New Survey No. 548 Paiki, Acres 14-04 Gunthas and Shri Bechra Bhima and Shri Ramji Bijal are shown in joint Occupation thereof vide Entry No. 221 certified in Record of Rights on 20-03-1976.

WHEREAS; in family settlement, Survey No. 548 Paiki, Acres 12-08 Gunthas came in the share of Shri Ramji Bijal Marand and (1) Survey No. 548 Paiki, Acres 6-04 Gunthas and (2) Survey No. 545/2, Acre 1-36 Gunthas in the share of Shri Bechara Bhima vide Entry No. 843 certified in Record of Rights on 08-10-1985. Thus, Shri Ramji Bijal Marand became Occupant of Survey No. 548 Paiki, Acres 12-08 Gunthas and Shri Bechra Bhima Occupant of (1) Survey No. 548 Paiki, Acres 6-04 Gunthas and (2) Survey No. 545/2, Acre 1-36 Gunthas.

WHEREAS; the said Shri Ramji Bijal Marand and legal heirs of Shri Bechra Bhima sold and conveyed Agricultural Land bearing Survey No. 548 Paiki, Acres 12-08 Gunthas, Village Varsamedi, Taluka Anjar-Kutch to Shri Hariram Parshotam Bhanushali vide Sale Deed dt. 28-08-1995, registered before Sub Registrar, Anjar at Regd No. 1535 dt. 28-08-1995. In pursuance thereof, Entry No. 1233 is certified in the name of Shri Hariram Parshotam Bhanushali in Record of Rights. The entry states that charge of Bank is vacated on receipt of Letter from Bank. The Entry No. 858 mentions charge of Bank and Entry No. 1233 mentions vacation of charge of Bank is appearing in Village Form No.7/12.

WHEREAS; the said Shri Hariram Parshotam Bhanushali sold and conveyed Agricultural Land bearing Survey No. 548 Paiki, Acres 12-08 Gunthas, Village Varsamedi, Taluka Anjar-Kutch to Shri Bhavesh F. Acharya vide Sale Deed dt. 21-04-2003, registered before Sub Registrar, Anjar at Regd No. 2027 dt. 21-04-2003. In pursuance thereof, Entry No. 1996 is certified in the name of Shri Bhavesh F. Acharya in Record of Rights.

Amalgamated Survey No. 548/2, Acres 11-32 Gunthas (consisting of Survey No. 548 Paiki, Acres 9-36 Gunthas and Survey No. 545/2, Acre 1-36 Gunthas aggregating to Acres 11-32 Gunthas).

WHEREAS; in family settlement, vide Entry No. 843 mentioned above, Agricultural Land bearing Survey No. 548 Paiki, Acres 12-08 Gunthas came in the share of Shri Ramji Bijal Marand and (1) Survey No. 548 Paiki, Acres 6-04 Gunthas and (2) Survey No. 545/2, Acre 1-36 Gunthas came in the share of Shri Bechara Bhima.

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Due to death of Shri Bechra Bhima, Agricultural Lands bearing Survey No. 545/2, Acre 1-36 Gunthas and Survey No. 548 Paiki, Acres 9-36 Gunthas (having unauthorized Occupation of Acres 8-00 Gunthas) is shown in the joint names of his legal heirs viz. Wife: Dhanuben and Sons: Dudha, Samat, Devdan and Dhanji vide Entry No. 1348 certified in Record of Rights.

WHEREAS; as stated above, in Old Entry No. 570, no description of Survey No. 116/3/1, Acres 10-03 Gunthas and Occupant thereof appeared and it was entered in occupation of Govt. Therefore, the legal heirs of Shri Bechra Bhima in case under Section 37(2) of Bombay Land Revenue Code, applied to the Mamlatdar, Anjar to regularize the Agricultural Land bearing Survey No. 116/3/1, Acres 10-03 Gunthas in their joint names and the Mamlatdar, Anjar in an Order dt. 04-07-1997 in Case No.JAMAN/VASHI/5951-97 regularized Acres 10-03 Gunthas in Old Survey No. 116/3/1 having New Survey No. 548 Paiki, Acres 9-36 Gunthas, after deducting Acres 2-03 Gunthas in road cutting in joint names of legal heirs of Shri Bechra Bhima. Thus, an area of Acres 2-03 Gunthas is reduced in road cutting and remaining Survey No. 548 Paiki, Acres 9-36 Gunthas is entered in the name of legal heirs of Shri Bechra Bhima. In other words, an area of Acres 8-00 Gunthas shown in Village Form No. 7/12 as unauthorized occupation is now regularized. In pursuance thereof, Entry No. 1357 is certified in Record of Rights on 09-08-1997.

Thus, the legal heirs of Shri Bechra Bhima became Occupant of (1) Survey No. 548 Paiki, Acres 9-36 Gunthas and (2) Survey No. 545/2, Acre 1-36 Gunthas aggregating to Acres 11-32 Gunthas.

WHEREAS ; the said Shri Ramji Bijal and legal heirsof Shri Bechra Bhima i.e. Dhanuben Wd/o Bechara, Shri Dudha Bechara, Shri Samat Bechara, Shri Devdan Bechara and Shri Dhanji Bechara sold and conveyed the said Agricultural Lands bearing (1) Survey No. 548 Paiki, Acres 9-36 Gunthas and (2) Survey No. 545/2, Acre 1-36 Gunthas aggregating to Acres 11-32 Gunthas, Village Varsamedi, Taluka Anjar-Kutch to Shri Vasantbhai Karshanbhai Bhanushali vide Sale Deed dt. 28-08-1995, registered before Sub- Registrar, Anjar at Regd No. 1537 dt. 28-08-1995. In pursuance thereof, Entry No. 1358 is certified in the name of Shri Vasantbhai K. Bhanushali in Record of Rights. Agricultural Land bearing Survey No:545/2, Acre 1-36 gunthas being less than Acres 2-00 Gunthas is entered vide Entry No. 1962 in Record of Rights in name of Shri Vasantbhai K. Bhanushali.

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WHEREAS; the said Shri Vasantbhai K. Bhanushali got the said Agricultural Lands bearing Survey No. 545/2, Acre 1-36 Gunthas and Survey No. 548 Paiki, Acres 9-36 Gunthas aggregating to Acres 11-32 Gunthas consolidated vide Order No. JAMAN/VASHI/777/2003 dt. 16-04-2003 from Mamlatdar, Anjar who assigned Amalgamated Survey No. 548 Paiki, Acres 11-32 Gunthas. In pursuance thereof, Entry No. 1974 is certified in Record of Rights.

WHEREAS ; the said Shri Vasantbhai K. Bhanushali sold and conveyed Agricultural Land bearing Amalgamated Survey No. 548 Paiki, Acres 11-32 Gunthas, Village Varsamedi, Taluka Anjar-Kutch to Shri Bhavesh F. Acharya vide Sale Deed dt. 23-05-2003, registered before Sub Registrar, Anjar at Regd No. 2557 dt. 22.05.2003 (In fact it should be 23-05-2003). In pursuance thereof, Entry No. 1997 is certified in name of Shri Bhavesh F. Acharta in Record of Rights.

Survey No. 549/1, Acres 10-14 Gunthas

WHEREAS; Agricultural Land bearing Survey No. 126, Acres 11-05 Gunthas, Village Varsamedi, Taluka Anjar-Kutch was in Occupation of Shri Versi Punja Harijan since long vide Old Entry No. 336 certified in Record of Rights on 24-07-1962.

WHEREAS; vide Entry No. 552 certified in Record of Rights on 15-01-1965 and appearing in Village Form No. 7/12, Acre 0-17 Gunthas is reduced in pipe line and Old Survey No. 126 is admeasuring Acres 10-28 Gunthas.

WHEREAS; the said Shri Versi Punja Harijan during his life-time gave Agricultural Land bearing Survey No. 126, Acres 10-28 Gunthas to his son Shri Pancha Versi Harijan vide Old Entry No. 871 certified in Record of Rights on 30-07-1968.

As per Hali-Maji, Agricultural Land bearing Old Survey No. 126, Acres 11-25 Gunthas, Village Varsamedi, Taluka Anjar-Kutch is given New Survey No. 549, Acres 10-14 Gunthas, Village Varsamedi, Taluka Anjar-Kutch and Shri Versi Punja Harijan is shown in Occupation thereof.

WHEREAS; vide Entry No. 197 certified in Record of Rights on 10-03-1976, Shri Pancha Versi Harijan is shown in Occupation of Agricultural Land bearing Survey No. 549, Acres 10-14 Gunthas, Village Varsamedi, Taluka Anjar-Kutch since long.

WHEREAS; the said Shri Pancha Versi Harijan sold and conveyed the said Agricultural Land bearing Survey No. 549 Paiki, Acres 10-14 Gunthas, Village Varsamedi, Taluka Anjar-Kutch to Shri Bhavesh F. Acharya vide Sale Deed dt. 02-07-2002, registered before Sub Registrar, Anjar at Regd No. 2151 dt. 03-07-2002. In pursuance thereof, Entry No. 1874 is certified in Record of Rights on in the name of Shri Bhavesh F. Acharya.

WHEREAS; the charge of Land Mortgage Bank created on said Agricultural Land vide Old Entry No. 1045 (New Entry No. 728) is vacated vide Entry No. 1951 appearing in Village Form No. 7/12.

Survey Nos. 550/1 and 550/2, Acres 5 -33 Gunthas

WHEREAS; That Shri Meghji Mavji was holding and cultivating Agricultural Lands bearing Old Survey Nos. 125/1 and 125/2, both admeasuring Acres 7-00 Gunthas, Village Varsamedi, Taluka Anjar-Kutch since long and based on the Will dt. 29-10-1958 executed by him, the said Agricultural Lands are entered in the name of his Wife Mithibai Wd/o Meghji Mavji.

WHEREAS; as per Hali-Maji, Old Survey No. 125/1, Acre 1-29 Gunthas is given New Survey No. 550/2, Acres 3-03 Gunthas and Old Survey No. 125/2, Acres 7-07 Gunthas is given New Survey No. 550/1, Acres 2-30 Gunthas and Smt. Mithibai is shown in Occupation thereof.

WHEREAS ; due to death of said Smt. Mithibai Wd/o Meghji Mavji, the said Agricultural Lands are inherited by her legal heirs i.e. Shri Harilal, Shri Vishram, Shri Kantilal, Shri Maneklal and Smt. Kesarbai vide Entry No. 260 certified in Record of Rights on 10-03-1976. Thereafter based on the Succession Certificate, the said Agricultural Lands are inherited by her grandson Shri Chotalal Harilal.

WHEREAS; the said Shri Chotalal Harilal sold and conveyed the said Agricultural Lands bearing Survey Nos. 125/1 and 125/2, both admeasuring Acres 7-00 Gunthas to Shri Bhikhubha Gulabsang Jadeja vide Sale Deed dt. 21-07-1971, registered before Sub-Registrar, Anjar at Regd No. 729 dt. 03-08-1971. In pursuance thereof, Entry No. 1038 is certified in the name of Shri Bhikhubha Gulabsangji Jadeja in Record of Rights on 13-06-1991.

WHEREAS; the said Shri Bhikhubha Gulabsangji Jadeja sold and conveyed the said Agricultural Lands bearing Survey Nos. 550/1, 550/2 and 555/5, all admeasuring Acres 7-24 Gunthas, Village Varsamedi, Taluka Anjar-Kutch to Shri Karnubha Dashubha Jadeja vide Sale Deed dt. 01-08-1991, registered before Sub-Registrar, Anjar at Regd No. 1234 dt. 01-08-1991. In pursuance thereof, Entry No. 1058 is certified in the name of Shri Karnubha D. Jadeja in Record of Rights on 19-10-1991.

WHEREAS; the said Shri Karnubha D. Jadeja sold and conveyed Agricultural Lands bearing Survey No. 550/1 and Survey No. 550/2, both admeasuring Acres 5-33 Gunthas, Village Varsamedi, Taluka Anjar-Kutch to Shri Sunil Mohanlal Lahori vide Sale Deed dt. 20-11-1991, registered before Sub-Registrar, Anjar at Regd No. 1742 dt. 22-11-1991. In pursuance thereof, Entry No. 1090 in respect of said lands is certified in the name of Shri Sunil Mohanlal Lahori in Record of Rights.

WHEREAS; the said Shri Sunil Mohanlal Lahori sold and conveyed Agricultural Lands bearing Survey Nos. 550/1 and 550/2, both admeasuring Acres 5-33 Gunthas, Village Varsamedi, Taluka Anjar-Kutch to Shri Bhavesh F. Acharya vide Sale Deed dt. 09-04-2003, registered before Sub Registrar, Anjar at Regd No. 1926 dt. 09-04-2003. In pursuance thereof, Entry No. 1995 is certified in name of Shri Bhavesh F. Acharya in Record of Rights.

Thus the said Shri Bhavesh F. Acharya became Owner/Occupant and in possession of Agricultural Lands bearing (1) Survey No. 548/1, Acres 12-08 Gunthas, (2) Amalgamated Survey No. 548/2, Acres 11-32 Gunthas, (3) Survey No. 549/1, Acres 10-14 Gunthas and (4) Survey Nos. 550/1 and 550/2, Acres 5 -33 Gunthas, aggregating to Acres 40-07 Gunthas, Village Varsamedi, Taluka Anjar-Kutch.

WHEREAS; the said Shri Bhavesh F. Acharya (i.e. the Vendor herein) got the above said Agricultural Lands consolidated vide Order No. JAMAN/VASHI/2581/2006 dt. 15-07-2006 from Mamlatdar, Anjar and due to a road from North to South side, the said Agricultural Lands are divided in two parts i.e. Acres 15-00 Gunthas = H. 6-07-03 towards East Side is given Amalgamated Survey No. 548/P-1 and Acres 25-07 Gunthas = H. 10-18-80 towards West Side is given Amalgamated Survey No. 548/P-2. In pursuance thereof, Entry No. 2855 is certified in Record of Rights. An error in mention of Amalgamated Survey No. 548/P-1, Acres 15-00 Gunthas towards East Side is corrected as West Side and Amalgamated Survey No. 548/P-2, Acres 25-07 Gunthas towards West Side is corrected as East Side vide Order No. JAMAN/VASHI/3177/10 dt. 12-10-2010 from Mamlatdar, Anjar.

WHEREAS; the Vendor got No Objection to convert Amalgamated Survey No. 548/P-1, Acres 15-00 Gunthas, Amalgamated Survey No. 548/P-2, Acres 25-07 Gunthas and Survey No. 545/1, Acres 11-27 Gunthas for Residential purpose vide Letter No. 16-GDA(673)/2010/475 dt. 19-05-2010 from Gandhidham Development Authority, Adipur and lay out plan approved. Thereafter, the Vendor got the said Agricultural Lands converted as Non-Agricultural Lands for Residential and Commercial purpose vide Order No. LAND/P/BKP/CASE/REG/KRUM NO. 11/2010-11 dt. 06-09-2010 from Collector, Bhuj. In pursuance thereof, Entry No. 4090 is certified in Record of Rights.

WHEREAS; the Vendor obtained Permission No. 42173/LP dt. 18-06-2014 and Revised Lay Out Plan approved from Gandhidham Development Authority, Adipur in respect of NA Land bearing Amalagamated Survey No. 548 Paiki 1, Acres 15-00 Gunthas = 60,703.00 Sq. Mtrs. & Amalagamated Survey No. 548 Paiki 2, Acres 25-07 Gunthas = 1,01,880.00 Sq Mtrs., This NA Survey No. 548 Paiki-1, Acres 15-00 Gunthas = 60,703.00 Sq. Mtrs. has provision as under :-

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|--|-----------------------|
| (1) Total area of Residential plot Nos. 1 to 245 | : 29,981.48 Sq. Mtrs. |
| (2) Total area of Shopping & Health Center | : 1,839.80 Sq. Mtrs. |
| (3) Area of Internal Road and Garden/Park | : 6,072.19 Sq. Mtrs. |
| (4) Additional Area of 30.48 Mtrs. DP Road | : 22,809.53 Sq. Mtrs. |
| (5) Total Land Area (Acres 15-00 Gunthas) | : 60,703.00 Sq. Mtrs. |

THUS, the Vendor became absolute owner/occupant and in possession of the above said Plot Nos. 1 to 245, NA Survey No. 548 Paiki-1, Acres 15-00 Gunthas, Village Varsamedi, Taluka Anjar-Kutch having clear and marketable title free from all charges and encumbrances of whatsoever nature and reasonable doubts.

WHEREAS; the Vendor had mortgaged the said Plot No. _____ along with other Plots with Rajkot Nagarik Sahakari Bank Ltd. Vide Registered Simple Registered Mortgage Deed Dtd.: 12.10.2016 which was duly registered before Sub-Registrar, Anjar at Reg. No. 7241 Dtd.: 17.10.2016. That The Vendor had repaid the Loan amount and had requested to release Plot No. _____ and accordingly Registered Release Deed Dtd.: _____ has been executed by Rajkot Nagarik Sahakari Bank Ltd. Regarding release of their charge over Plot No. _____ and the said Deed is duly registered before Sub-Registrar, Anjar at Reg. No. Dtd.: _____ AND ;

WHEREAS ; GDA has granted Permission No. _____/R Dtd.: _____ for construction of Residential Building upon Plot No. _____ and other plots and also approved construction plan for the same **AND ;**

WHEREAS ; The Purchaser entered into Agreement for Construction of Residential House With **M/s. Rajvi Estate LLP i.e., the Confirming Party** for construction of residential building upon Said Plot No. _____ along with to purchase of said Plot No. _____ and accordingly the construction Residential Building upon said Plot of land Carried Out. That Cost of Construction was paid by the Purchaser to **M/s. Rajvi Estate LLP AND ;**

WHEREAS; Shri Bhavesh F. Achray as owner and **M/s. Rajvi Estate LLP** as confirming Party has agreed to sell transfer assign convey and grant and the Purchaser has agreed to purchase the said House Property constructed upon Plot No. __, **admeasuring 124.98** Sq. Mtrs., Construction Area _____ Sq. Mtrs. "RAJVI RESIDENCY", Non -Agricultural Land bearing Amalagamated Survey No. 548 Paiki-1, Acres 15-00 Gunthas = 60,703.00 Sq Mtrs., lying and situate at, Village Varsamedi, Taluka Anjar, District Kutch; for cash consideration of **Rs. _____/- (Rs. _____ only)** fully and effectively in favour of the Purchaser with clear and marketable title.

Cont.....11/-

In pursuance of said Sale Agreement, the Purchaser has paid to the Vendor a sum of **Rs.**_____/- (**Rs.** _____ **only**). That out of said consideration amount Rs. _____/- has been paid by Cheques as described hereunder and Remaining Rs. _____/- has been paid by loan sanctioned from _____Bank which shall be directly transferred / paid to the seller by _____Bank .

Serial No.	Bank	Cheque No.	Date	Amount	Remarks
1					
2					
3					

The Vendor hereby admits and acknowledges receipt of the full and final payment as above from the Purchasers for complete sale, transfer, assignment, conveyance and grant of said house property, free from all charges and encumbrances of whatsoever nature fully and effectively and forever unto the Purchasers.

NOW THIS DEED WITNESSETH THAT in pursuance of the sum consideration mentioned above received from the Purchasers, the Vendor doth 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 Purchasers fully and forever subject to the terms and conditions contained in N.A. Order passed by the Collector of Kutch-Bhuj.

THAT the Vendor has sold and conveyed the said house property unto the Purchasers 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 and use of the Purchasers, thier heirs, successors and assigns etc. 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 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

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payable in respect of said house property upto date hereof to all concerned authorities and there are no dues outstanding and payable by Vendor till date.

THAT the Vendor doth hereby covenant with the Purchasers that the Vendor is fully seized and possessed of the said house property free all charges and encumbrances, attachments or defects in title whatsoever and that the Vendor has full power and absolute authority to sell and convey the said house property in the manner aforesaid and that no one else except the Vendor has any claim, concern, demand, right or interest of whatsoever nature in the said house property or any part thereof and that its title is clear, saleable, marketable and free from reasonable doubts.

THAT the Purchasers shall from time to time and at all times hereafter peacefully and quietly have, hold, occupy, 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 heirs or any of them or by any person or persons claiming or to claim, from under or in trust for him or any of Vendor.

THAT the Purchasers 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.

THAT the Vendor shall and will from time to time and at all times hereafter at the request an cost of the Purchasers 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 Purchasers, thier heirs and successors etc. as shall be reasonably required by the Purchasers. That in order to get the said house property mutated and transferred in the name of Purchasers, the Vendor shall sign all documents of mutation required to be submitted in office of Talati and Revenue Deptt. etc.

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THAT the Vendor has handed over the vacant and peaceful possession said house property unto the Purchasers and the receipt whereof the Purchasers hereby admits and acknowledges. The Purchasers shall hereafter be at liberty to have and hold occupy possess the said house property as absolute owner, but Purchase to ensure for maintaining similarity in elevation and outer design building constructed and occupant thereof and or to sale and convey the same unto any third person or party including to create charge and encumbrance thereon, without obtaining permission from the Vendor, and the Vendor shall have no right, claim, demand or objection of whatsoever nature.

The Purchasers have become absolute owner of the house property. The Purchase to ensure that no animals like cow, House, 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

THAT the Vendor has handed over the True/Xerox Copies of Documents of title, NA Permission, Lay-Out Plan and Revenue Entries relating to the said plot/land unto the Purchasers and the receipt whereof the Purchasers hereby admits and acknowledges.

THAT the Purchasers shall abide by the terms and conditions contained in Orders from Collector of Kutch, Bhuj for use of said house property for residential purpose.

THAT the Purchasers 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 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.

BOTH the Vendor and Purchasers hereby state that the said house property is sold and purchased by them respectively at the prevailing market price. The Purchasers have paid Stamp Duty of Rs. _____-00 (Rupees _____ only) on this deed. The deficit Stamp Duty, if any, shall be borne by Purchaser.

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SCHEDULE

All that land admeasuring Sq. Mtrs. or thereabouts being the area of House Property constructed upon Residential Plot No. __, “Rajvi Residency”, in Non-Agricultural Land bearing Amalgamated Survey No. 548 Paiki-1, Acres 15-00 Gunthas = 60,703.00 Sq Mtrs., lying and situate at, Village Varsamedi, Taluka and Sub Registration District Anjar, Registration District Kutch, State of Gujarat and bounded as under :-

East : Plot No. __
West : _____ Wide Road
South : Plot No. __
North : Plot No. __

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, mis-statements nor omission in the description of said plot shall annual this sale transaction.

IN WITNESS WHAREOF the Vendor has put his hand/signature unto this Sale Deed in favour of the Purchaser on the day and date hereinabove mentioned.

Witnesses :

Sandeep P. Thakker
C.C.X – 91, Navwali,
ADIPUR - Kutch.

SHRI BHAVESH FULCHAND
ACHARYA.
The Vendor.

Ravikant S. Yadav
Plot No. B - 187, NU-4,
Gandhidham - Kutch.

PHOTOGRAPH OF PROPERTY

-	Description of Property	:	___, “Rajvi Residency”, Non-Agricultural Land bearing Amalgamated Survey No. 548/1, Acres 15-00 Gunthas = 60,703.00 Sq. Mtrs., Village: Varsamedi, Taluka Anjar, District-Kutch.
-	Area OF Plot	:	_____ Sq. Mtrs.
-	Area OF Construction	:	_____ Sq. Mtrs.
-	Purpose	:	Residential
-	Signature of Purchaser (1)	:	1. _____
-	Signature of Vendor	:	_____ Mr. Bhavesh Fulchand Acharya
-	Signature of Confirming Party		M/s. Rajvi Estate LLP thru its authorized partner, Shri Dhaval Bhavesh Acharya

PHOTOGRAPH OF PROPERTY

-	Description of Property	:	___, “Rajvi Residency”, Non-Agricultural Land bearing Amalgamated Survey No. 548/1, Acres 15-00 Gunthas = 60,703.00 Sq. Mtrs., Village: Varsamedi, Taluka Anjar, District-Kutch.
-	Area OF Plot	:	_____ Sq. Mtrs.
-	Area OF Construction	:	_____ Sq. Mtrs.
-	Purpose	:	Residential
-	Signature of Purchaser (1)	:	1. _____
-	Signature of Vendor	:	_____ Mr. Bhavesh Fulchand Acharya
-	Signature of Confirming Party	:	M/s. Rajvi Estate LLP thru its authorized partner, Shri Dhaval Bhavesh Acharya

Name and Signature	Photographs	Left Hand Thumb Impression
Mr. Bhavesh Fulchand Acharya (The Vendor)		
 (The Purchasers)		
M/s. Rajvi Estate LLP thru its authorized partner, Shri Dhaval Bhavesh Acharya (The Confirming Party)		

