

Flat No. _____ on _____ floor of Tower – _____, “Everest Dignity”

Rs. _____ (Rupees only)

SALE DEED

THIS INDENTURE OF SALE is made on this ____ day of _____, 20____, at Vadodara, Between

Purchaser / Party of the First Part

Name,

Aged – _____ years, Occupation – _____, PAN :

Residing at:

(Hereinafter called First party / Purchaser in this Sale Deed, Which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its heirs, successors, executors, assignees, administrators, etc. all are included in it.)

Seller / Party of the Second Part:

Akash Corporation, a partnership firm represented through its managing partner Manishbhai Khimjibhai Kotak, Age: 44 years, Occupation: Business, Office at : 502, Mansi Flats, O. P. Road, Akota, Vadodara.

Akash Corporation PAN : AAQFA 9430 Q

(Hereinafter called Second party / Seller in this Sale Deed, Which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its the partners of the firm from time to time and successors, survivors, heirs, executors, administrators, assigns)

WHEREAS the party of the second part, the seller, are seized and possessed property bearing Block No. 54 Paiki 2 (Old Survey No. 59) T. P. scheme No. 5, F. P. No. 213, admeasuring 4734.50 Sq. met. out of Total land 9469 Sq. met. situated at Village Moje – Samiyala, Registration District Sub District, Vadodara.

Whereas, Permission for Non Agriculture use of aforesaid land was granted by the Collector, Vadodara, vide Order No. NA / SR / 418 / 2015-16, No. Land – D / Sec. 65 / Vashi / 8126 to 8134 / 15, dated 03/11/2015.

Whereas permission for construction on aforesaid land was granted by the Vadodara Urban Development Authority vide No. UDA/Plan-6/Permission/02/2015, dated 26/11/2015 and as per approved map and plan scheme namely 'Everest Dignity' has been introduced.

Whereas, Originally the land **Block No. 54, Old R. S. No. 59, T. P. Scheme No. 5, F. P. No. 213, Moje – Samiyala**, was in the name of Desaibhai. After the death of Desaibhai aforesaid land was transferred by virtue of succession in the name of Maganbhai Desaibhai and said mutation entry is recorded in revenue record, vide No. 269, dated 04/01/54. As per oral agreement, Maganbhai Desaibhai had transferred aforesaid land in favour of Bhupendrakumar Maganbhai and said mutation entry is recorded in revenue record, vide No. 548, dated 21/05/59. Thereafter Bhupendrakumar Maganbhai was died and his legal heirs namely (1). Rohitbhai Bhupendrabhai, (2). Pradipbhai Bhupendrabhai his legal heirs (a). Dakshaben Pradipbhai, (b). Krunalbhai Pradipbhai, and (c). Heenaben Pradipbhai was entered and said mutation entry is recorded in revenue record, vide No. 3370, dated 23/10/02. As per Deed of distribution, land bearing Block No. 54, admeasuring 4 Vigha was came in the part of Rameshbhai Maganbhai Patel and said mutation entry is recorded in revenue record, vide No. 3977, dated 04/06/09 and thereafter the seller had purchased said land from Rameshbhai Maganbhai Patel and Thereafter as per partition land portion came in part of Rameshbhai Maganbhai Patel is known as Block No. 54/2 and said mutation entry is recorded in revenue record vide entry No. 4640, dated 13/02/2015 thereafter said seller has purchased said land from its owner Rameshbhai Maganbhai Patel by registered sale deed dated 22/12/15, which is registered at sub registrar office, Vadodara vide No. 16729 and said mutation entry is recorded in revenue record vide No. 4758 and therefore seller has right to sell said property.

The property as specifically mentioned in schedule hereunder is sold to first party today in consideration of **Rs. (Rupees only)** through this present Sale deed and seller have received total amount of consideration from the purchaser, particular of which is mentioned hereunder and acknowledged the same

Mode of Payment

Amount (Rs.)	Date	Cheque No.	Bank

Thus, first party has paid amount of consideration of sale to second party completely today in manner as stated above. Due to the same executed this Sale Deed to first party. And you first party shall have to get complete the remaining construction as per specification given by second party at your cost, you first party shall have to paid taxes of govt. as per law time being in force.

DESCRIPTION OF PROPERTY

Flat No. on **floor** of **Tower –** of ***“EVEREST DIGNITY”***
admeasuring Sq. Mt. Built up area and Sq. Mt. proportionate
undivided share in common land, bearing Block No. 54 Paiki 2 (Old
Survey No. 59) T. P. scheme No. 5, F. P. No. 213, admeasuring 4734.50
Sq. met. out of Total land 9469 Sq. met. situated at Village Moje –
Samiyala, Registration district & Sub district Vadodara and said property
is bounded as follow.

On or towards EAST :

On or towards WEST :

On or towards NORTH :

On or towards SOUTH :

(Hereinafter called said property)

The said property is free from any encumbrance and clear and marketable. The title of the said property is clear and marketable. There is no right or claim of anyone on it. With such faith and assurance we have executed this Sale Deed to you. In spite of that any one raise claim, dispute then we second party shall remove away all at our own cost.

Name of said constructing scheme is “**Everest Dignity**” and no one out of any member can change the same. The Flat holders have to contribute maintenance at a proportionate rate of their part.

All the members who are allotted property through this Sale deed as mentioned in lay out plan shall use primary facilities like electricity, water, rainy water connection, gutter line, telephone line etc. in harmony with each other as not obstructed to anyone And arranged road for use and occupy and for water, drainage etc. and as per it all members of “**Everest Dignity**” have to comply with.

As the whole building is common ownership property he/she has to maintain the part sold out to him/her. And he/she bound to pay taxes

and follow the rules of govt., Corporation, GEB and all local bodies or other legal bodies for current and time to time.

First Party shall not use his own part so as create problem for any other member / owner or not use his own part for illegal things or prohibited things business. This said property which is ownership system and so first party is absolute owner and even it is ownership flat it is transferrable, assignable and mortgageable. There is no right of first party on the part other then sold out to him. All members have to use lift, pump room, stair case, stair case lights, pump room, boring pump, passage, upper lower tanks, vehicle parking of members of **“Everest Dignity”**, jointly. With that condition we Purchaser have purchased the said flat and it is binding to us.

Purchaser will not throw any garbage things or wastage water etc. in said property and if do so then he / she will be responsible for the same. We Purchaser ensure that shall not keep any explosive things or any electric motor make noises and create nuisance for other members. The said sold out property is situated in the scheme named **“Everest Dignity”**. In the open space of ground floor of this building no one Purchaser can make construction.

The Purchaser shall have ownership in this property as per proportion of area of his flat and this whole property is joint property for ever. At any time Purchaser can't demand his own share in this property. It is only joint ownership property.

In the flat sold to you if upper or lower slab break then upper and lower holders have to get repair it jointly. The side walls of the flats are joint with side flat holders. Further construction will be done as per rules of construction of VUDA means if obtain FSI then the sale right of construction of FSI shall be of Second party and can organize new flats on it, no member shall have to raise objection or dispute and with accepting this fact Purchaser have purchased the property.

The constructing of constructed property in the said land will be known as “**Everest Dignity**”. We have executed this Sale Deed willingly by reading, understanding, consciously, with free consent, without under any pressure or threat and same is binding to us and our heirs and will be. We have signed hereunder in presence of witnesses.

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SET
AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY,
MONTH AND YEAR FIRST ABOVE WRITTEN:

Signed, Sealed and Delivered by

The Within name Seller –

Akash Corporation,
a partnership firm

Manishbhai Khimjibhai Kotak

In Presence of :

1. _____

2. _____

SCHEDUAL AS PER REGISTRATION ACT 1908, SECTION 32A

<u>Seller</u>	<u>Photo</u>	<u>Left Hand Thumb Mark</u>
Akash Corporation, a partnership firm		

<u>Purchaser</u>	<u>Photo</u>	<u>Left Hand Thumb Mark</u>

Photos of Flat No. on floor of Tower – of “Everest Dignity”

Purchaser

Seller

