

SALE-DEED
OF FLAT NO. - SITUATED ON THE FLOOR,
-TOWER OF " PRASHANTI GREENS" IN CONSIDERATION OF
RS. /- (RUPEES ONLY)

This DEED OF SALE is executed on this day of , 2017 at Vadodara by:-

- (1) Shri Akinbhai Fulabhai Amin, Age – 56 years, Occupation-Business,**
(2) Smt. Ami wife of Akinbhai Fulabhai Amin, Age-55 years, Occupation-House wife,
(3) Shri Aayush Akinbhai Amin, Age-32 years, Occupation-Business,
(4) Shri Jeet Akinbhai Amin, Age-29 years, Occupation-Business,
(No.1 self and power of attorney of No.2 to 4)

[Pan Card No. ABKPA6943R]

All residing at 41/10 "Nisarg Apartment", Pratapgunj, Vadodara [Hereinafter called "THE SELLER / THE VENDOR" which expression shall unless it be repugnant to the context or meaning thereby shall mean and includes themselves, their heirs, successors etc. of the 'FIRST PART'.]

AND

M/s. Amin Corporation, a partnership firm being represented by its partner Shri Aayush Akinbhai Amin having its Office at : 41/10 "Nisarg Apartment" Pratapgunj, Vadodara.

[Pan Card No. AARFA8483A]

[Hereinafter called "CONFIRMING PARTY / THE DEVELOPER" which expression shall unless it be repugnant to the context or meaning thereby shall mean and includes the firm, its partners from time to time, assignees successors etc of the 'SECOND PART']'.]

IN FAVOUR OF:-

Mr , Age- years, occupation -
, residing at-
. Pan NO. [Hereinafter called as the "THE PURCHASER / THE VENDEE" which expression shall unless it be repugnant to the context or meaning thereby shall include herself, her heirs, successors, etc of the 'THIRD PART']]

1. WHEREAS the party of the first part is the absolute owner of the land admeasuring 0-43-50 H.A. bearing Block No.819 of Village Chhani, Taluka & Dist. Vadodara.
2. AND WHEREAS the party of the FIRST PART has assigned the Development rights of the said LAND in favour of the party of the SECOND PART and accordingly the party of the Second Part has developed/constructed the premises over the said plot under the name of "Prashanti Greens" (more particularly described in Schedule-I & II).
3. AND WHEREAS the Party of the second part has evolved a scheme of construction of building consisting of flats known as "Prashanti Greens" and the plans for the same have been duly sanctioned by the appropriate authority.
4. AND WHEREAS the permission to construct the premises has been obtained vide Rajachitthi no. Ward-7/L/10/2011-12 dated 18/04/2011 issued by Vadodara Mahanagar Seva Sadan. The necessary permission to use the said land for non – agriculture purpose has been obtained vide order no: N.A.S.R./116/2010-11, LAND/D/ VASHI/65/6285/2010 dated 06/09/2010 issued by the Collector, Vadodara.
5. The party of the first part and the second part have agreed to sale the Flat No. - of "Prashanti Greens" (More particularly described in Schedule-II) to the party of the third part in consideration of Rs. /- (Rupees Only). The party of the second part has received entire amount of consideration as mentioned hereunder:

Sr. No.	Particular			Amount (Rs.)
	Date	Bank's Name	Cheque No.	
1				
2				
3				
	Total			

The land owners have entered into Development Agreement with the confirming party the party of the second part. The said Development Agreement is executed before the Notary Public Shri Vijay D. Panchal and recorded at sr. no. 505 dated 06-02-2012. The Deputy Collector, Stamp Duty Valuation Deptt. **(order no. stamp/vashi/264/2014, dated : 31-12-2014)** in which he has passed an order dated 31/12/2014 regularising the payment of Rs. 6,85,125/- and fine of Rs. 5000/-. Accordingly the party of the second part has deposited the said amount with that govt. treasury and therefore the certificate has been affixed on the said Development Agreement on Dated 31-12-2014.

6. AND WHEREAS, on receipt of entire amount of consideration the party of the first part & second part have handed over the possession of the said Flat No. - to party of the Third Part and the party of Third Part has taken over the possession of the said Flat by virtue of this deed. The party of the third part has become lawful owner of the said Flat.
7. That by virtue of this sale deed the party of the Third Part has become owner of Flat No. - admeasuring Sq. Fts. Carpet area situated on Floor of -Tower of "Prashanti Greens" (More particularly described in Schedule-I & II) and the party of the third part, the purchaser is entitled to get transferred the said Flat on her name in the records of City Survey, Vadodara Municipal Corporation, Madhya Gujarat Vij Company Ltd., Government / Semi-Government Offices and such other local authorities and the party of the first part shall give consent declaration, affidavit etc. which may be required for the transfer.
8. That the Vendor & Developer hereby states and assures that they are the owners of the Flat sold by this sale deed described in schedule II & they have not transferred the said Flat either by way of sale, lease, gift, mortgage or otherwise. The Seller has not obtained loan or any other financial facilities against the said Flat or any part thereof from any Bank or any financial institutions. And there is no owner, claimant, partner, creditor or debtors other than them for the Flat described in the schedule. In short, the title of the Flat which is sold to Purchasers is clear, marketable and free from all encumbrances. However if any claimant, suitor comes forward claiming any right title, interest in the said flat, the same shall be removed by the Seller at his cost.
9. That by virtue of this Sale deed, the Purchaser has become the owner of the Flat described in schedule II and now there is no right, claim of legal heirs of the party of the first part over the said Flat. The purchaser is entitled to get transferred on her name as the owner in all Government offices.
10. That the Seller has not received any notice or Order for acquisition from Government pertaining to the said Flat described in the schedule or there is no existence of acquisition proceedings or court proceedings.

11. That the Seller has already paid the entire amount payable to the Government and no Government dues are outstanding. However, if there are any dues found outstanding, the same shall be cleared by party of the first part. Hereinafter the amount shall be paid by the Purchaser and now onwards, the taxes, dues, cesses etc. and Government charges shall be paid by the Purchasers.
12. By virtue of this Sale Deed, the Seller has sold the said property to the purchaser with water, light and drainage connection and with its all rights, in the said property, with all the rights to go and to come in the said property, with all the rights to dispose of rain and drainage water, and with all the rights to receive anything and everything which may be found in future from the said property, with its original boundaries and from bottom to sky, for the use of immortal period. The said property is sold to the purchaser after receiving the aforesaid amount of consideration of sale price. That the purchaser shall maintain the said property alongwith its common wall, drainage, drainage pipes, water connection, telephone lines and all other related facilities in good condition and will not cause any damage to the said property or all other allied facilities.
13. That the purchaser assures that she shall not cause any nuisance or any annoyance to the people in the neighborhood or store/transact with any hazardous goods on the said premises. That the purchaser will maintain the said premises in good condition and will not filth the said premises with waste, dirty water, etc.
14. That, the vendors have sold the said Flat No. - admeasuring Sq. Fts. carpet area situated on Floor of -Tower of "Prashanti Greens" to vendee alongwith its easement rights, water connection, drainage, electricity connection, passage and alongwith all related rights such as parking, etc. That party of the third part shall have to pay one time maintenance charges of Rs. 50,000/- towards common maintenance charges and the party of the third part shall be bound to abide by the rules and regulation which may be framed by the society and the Association of the said "Prashanti Greens". It will be mandatory on the part of the party of the third part to become the member of the association and to follow the rules and regulations framed by the said association from time to time. The purchaser is bound to pay any amount, which may be decided by the association/society towards monthly maintenance towards the common amenities like staircase, passage, common lighting, lift, water-tanks, water pumps, parking, club-house, garden, watchmen, etc.
15. That the Club-house in the said premises of "Prashanti Greens" will be used as office by the party of the second part and the said Club house will be handed over to the association of the said premises when all the flats in the said scheme are sold/conveyed.

16. That the Purchaser shall not change the name of the premises in any circumstances. Moreover, the party of the third part shall not make any structural alterations in the elevation of the premises. That if any structural changes are to be carried out in the respect of the said flat than prior permission will have to be taken from the Association of the said "Prashanti Greens". The purchaser shall not use the premises in such a manner, by which the nuisance is created for other Flat owners.
17. That the purchaser is the owner of the said flat only and she does not have a right/ownership on any other part of the said scheme such as staircase, passage, water-tanks, parking, etc. That the purchaser agrees that the staircase, passage, water-tanks, parking on the ground floor of the said premises shall be used commonly by all the members of the association.
18. That the party of the First part shall be allotted with the parking space in the parking area of Tower- and the same shall be maintained, managed and administered by the terms and conditions as agreed by the Association. That the Purchaser will park their vehicle which does not cause any nuisance to other members of the premises.
19. That in case of any kind of damage caused to the building in case of natural calamities or any act of God such as Earthquake, Flood or any other natural calamities, the party of the first part and second part will not be responsible once the Sale Deed is executed in favour of Purchaser and the party of the third part shall not file any suit against the party of the first part and second part. In case in future any damage is suffered by the said property mentioned in the schedule due to earthquake or any other unknown reason, it shall solely be the responsibility of all the members of the association to incur the expenses towards the maintenance or construction as per their share in the said building and the party of the first part and second part will not be liable for any such natural calamities/Unknown factors.
20. That in case of any manmade damage is caused to the common walls or slabs which the purchaser shares with other flat owners, it shall be the sole responsibility of both the concerned party.
21. That all the members of the association are entitled to use the common terrace. But in future if any additional F.S.I. is available the seller/developer shall be entitled to raise construction on the said terrace as per plans, specifications duly approved by the municipal Corporation and shall further for such construction be entitled to make use of column, beams, walls etc. of the building including common amenities and facilities like water, drainage, light, gutter, sewers, lift etc. The newly constructed terrace shall also absolutely belong to the seller/developer. The members of the association shall be entitled to use the newly constructed terrace. That it is hereby agreed between all the three parties that the members of the association will use the said terrace for social ceremonies and social gatherings in future.

22. That the Purchaser hereby assures that if any further construction is carried out by the seller/developer in the future on the said terrace, they alongwith all the members of the association will use the staircase, passage, water-tanks, parking, club-house, garden, etc and all other relating amenities of the newly constructed structure alongwith the new members of the association. And any member of the association shall not raise any objection/opposition in future and the said flat is conveyed on this condition.
23. That if in future the common terrace is used by the seller/developer for hoardings, mobile towers, etc then no members of the association will have any objection with the said structure. And Seller/Developer shall be entitled to receive the rent from the said hoardings, mobile towers, etc.
24. That the purchaser in order to transfer the said flat in his name in Madhya Gujarat Vij Company Ltd. shall have to pay extra charges to the party of the second part/Developer. That the purchaser will be liable to pay House tax and electricity charges after the execution of this Sale Deed and if in future any charges/taxes are not paid in time than the Seller or Developer shall not be liable to pay any penalty in that respect.
25. That the Purchaser has verified the measurement, boundaries, Title, layout plan, corporation and all allied permission like Rajachitthi, etc in respect of the said property. That the purchaser or their legal heirs will not raise any objection/opposition, in future in respect the said property and if the purchaser does than he will be have to bear the expenses in the said suit.
26. That no construction shall be carried out in the open space situated on the ground floor of the said premises by any purchaser. And no purchaser shall encroach the said open space on the ground floor.
27. That the expenditure towards stamp duty, registration fees, advocate fees, Service tax, etc towards sale-deed shall be borne by the party of the third part. Moreover, if any additional stamp duty is required to be paid the same shall be paid by the party of the third part.

This Sale Deed is executed at our free will, and in sound state of mind, consent and without any coercion, same is binding and agreeable to us and to administrators, agents, successors and assignees etc.

SCHEDULE-I

All that pieces or parcels of land or ground together with the building/s herditaments and premises standing thereon in the Registration District Vadodara, Sub-District Vadodara, Land admeasuring 0-43-50 H.A. bearing Block No.819 of Village Chhani, Taluka & Dist. Vadodara which is bounded as under:

Towards East	24 meter road
Towards West	Land bearing R.S. No.818
Towards North	Land bearing R.S. No.820
Towards South	12 meter Road

SCHEDULE-II

All that pieces or parcels of land or ground together with the building/s herditaments and premises standing thereon in the Registration, Sub-District of Vadodara, property bearing Flat No. - admeasuring Sq. Fts. (Sq. Mtrs.) Carpet area alongwith undivided share in the land admeasuring Sq. Mtrs. situated on Floor of -Tower of "Prashanti Greens" constructed in the land bearing Block No./Revenue Survey No. 819, of Village Chhani, Taluka and Dist. Vadodara which is bounded as follows:-

<i>Towards East</i>	
<i>Towards West</i>	
<i>Towards North</i>	
<i>Towards South</i>	

*IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.
EXECUTED TODAY at Vadodara on.....day of , 2017.*

SIGNATURES

:-THE VENDOR / THE OWNER:-

:-PARTY OF THE FIRST PART:-

(1) Shri Akinbhai Fulabhai Amin
(2) Smt. Ami wife of Akinbhai Fulabhai Amin
(3) Shri Aayush Akinbhai Amin
(4) Shri Jeet Akinbhai Amin
No. 1 self & Power of Attorney of
No. 2 to 4.

:-Confirming Party/The Developer:-

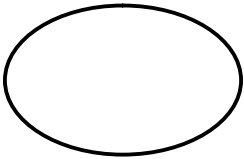
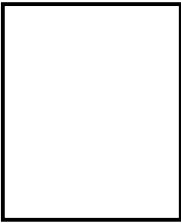
:-PARTY OF THE SECOND PART:-

M/s. Amin Corporation,
a partnership firm being
represented by its partner
Shri Aayush Akinbhai Amin

WITNESS:-

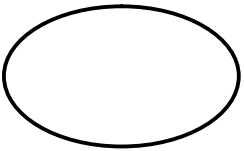
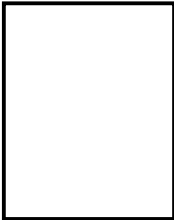
SCHEDULE AS PER THE AMMENDMENT
SECTION – 32 (2) OF REGISTRATION ACT, 1908

:-THE VENDOR / THE OWNER:-
:-PARTY OF THE FIRST PART:-



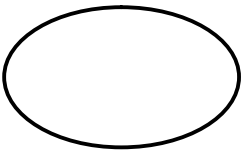
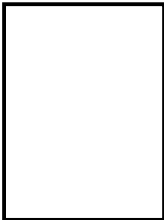
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No. 1 self & Power of Attorney of
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:-Confirming Party/The Developer:-
:-PARTY OF THE SECOND PART:-



M/s. Amin Corporation,
a partnership firm being
represented by its partner
Shri Aayush Akinbhai Amin

:-THE VENDEE/THE PURCHASER:-
:-PARTY OF THE THIRD PART:-



Description of Property

***Flat No. - admeasuring Sq. Fts. (Sq. Mtrs.) carpet area alongwith undivided share
in the land admeasuring Sq. Mtrs. situated on floor of -Tower of “Prashanti Greens”
constructed in the land bearing Block No./Revenue Survey No. 819, of Village Chhani,
Taluka and Dist. Vadodara.***