



Agreement to sell

Flat No.

Tower -

Floor

1. Name,

Aged – years, Occupation – , PAN :

Residing at:

(hereinafter referred to as the party of the first part or ‘Purchaser’ which term shall include all heirs, successors, assigns, executors etc.)

AND

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

Akash Corporation PAN : AAQFA 9430 Q

(Hereinafter referred to as the contractor the party of the second part or ‘**Seller**’ which expression shall mean and include 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.

The party of the Second Part hereby agreed to sell their following property
by this Agreement to the party of the First Part.

SCHEDULE 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 :

The party of the second part has agreed to sell the above described property to the party of the first part on the terms and conditions hereinafter mentioned.

1. That the sale price of Flat No. _____, is agreed by and between the parties at Rs. _____ Rupees _____ only. The party of the first part has agreed to pay the said consideration and out of that the party of the first part has paid the earnest money as under and party of the second part has

Sr. No.	Amount	Date	Cheque No.	Bank Name
Total				

2. The party of the first part has to pay the remaining amount within a time period decided by both the parties to the party of the second part and the party of the

second part has agreed to execute Sale Deed in favour of party of the first part on receipt of full consideration.

3. The validity of the said agreement to sell is 6 months from the date of execution of this agreement.
4. That all the expenses and costs such as registration fees, stamp duty & advocate fees for execution of this agreement and sale deed shall be borne by the party of the first part.
5. That all the rules of the society of the Everest Dignity will be binding and compulsorily followed by all the members of Everest Dignity and society maintenance charges will be paid at the time of execution of Sale Deed.
6. That the sale deed of the subject property shall be executed as per the terms and conditions of the agreement to sell and after full payment of construction and on its inspection the possession shall be handed over and thereafter the party of the first part became entitled to transfer the property in relevant government records and for giving effectual transfer the party of the second part shall sign all applications / affidavits / evidences.
7. The above rates are exclusive of light bill, water tax, revenue tax and other Govt. levies which shall be paid extra proportionately.
8. That the property here in above mentioned is of the ownership and in occupation of the party of the second part and there is no interest, charge, or lien of any nature of any other person in the said property. There is no any court dispute against the said property. Thus, the title of the said property clear and marketable from all encumbrances.

This agreement is executed at our own will after reading and understanding all the terms and the same shall be binding to our heirs, executors and executed in presence of the witnesses.

Seller (The Party of the Second Part)

Akash Corporation,
a partnership firm
Through its authorized partner
Manish Khimjibhai Kotak

Purchaser (The Party of the First Part)
