

Agreement to Sale Without Possession :-

This Agreement to Sale is executed on day of _____ by and between :

**THIS AGREEMENT TO SALE IS EXECUTED IN FAVOUR OF THE
PURCHASER : THE FIRST PART :**

[1] NAME:-

PAN:-

Aged about : years, Occupation :

Residing at:

[2] NAME,

PAN:-

Aged about : years, Occupation : ,

Residing at:

.....Party of the First Part

And

THIS AGREEMENT TO SALE IS EXECUTED BY SELLER THE SECOND PART :

"PAN CONSTRUCTIONS", A Partnership firm, (PAN:-) through its partner Manish Vinodbhai Panwala, (Age:-), Address :- Block no 118, palke subplot B, Jahangirpura, SURAT.

.....Party of the Second Part

(In meaning thereof, both the parties themselves and their legal heirs, guardians, successors, executors, assignees, administrators, successors etc. all are included).

AND WHEREAS the Seller is in possession of the project land.

AND WHEREAS the Sellers are entitled and enjoined upon to construct buildings on the project land;

AND WHEREAS the Seller has sole and exclusive right to sell the Apartments/shops in the said building/s to be constructed by the Seller on the project land and to enter into Agreement/s with the Buyer(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS the Seller has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no authenticated copy is attached in Annexure 'B';

AND WHEREAS the Buyer has inspected all the documents of title relating to the project land and the plans, designs and specifications prepared by the Seller's Architects Messrs. and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Buyer is satisfied in respect of the same; AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Seller, authenticated copies of extract of Village Forms VI and VII and X11 or any other relevant revenue record showing the nature of the title of the Seller to the project land on which the Apartments are constructed or are to be constructed have also been inspected by the Buyer and is satisfied in respect of the same. AND WHEREAS the authenticated copies of the plans of the Layout as approved by concerned Local Authority has been inspected by the Buyer. AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Buyer has been annexed and marked as Annexure A. AND WHEREAS the Seller shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building. AND WHEREAS while sanctioning the said plans concerned local authority and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Seller while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority. Whereas the first part is allotted an apartment/shop as per allotment letter date ____

All that right, title and interest of Property bearing FLAT /SHOP NO. _____ on _____ Floor admeasuring BUILT UP AREA _____ Sq.mt. and CARPET AREA _____ sq.mtr. in BUILDING NO. _____ ("_____ " TYPE AS PER SMC PLAN) buildings situated in campus known as "SHARANAM" constructed by "PAN CONSTRUCTIONS ", a partnership firm on non- agriculture land for residence+commercial purpose having area of 7119.13 sq.mtr. at R.S. 100/2, Block no 118, paikie subplot B, VILLAGE-JAHANGIRPURA, Sub District-Surat City, District-Surat alongwith an undivided proportionate share in the underneath land of the building, is under the absolute ownership, possession, administration and management of the second part. AND WHEREAS, under section 13 of the said Act the Seller is required to execute a written Agreement for sale of said Apartment with the Buyer, being in fact these presents and also to register said Agreement under the Registration Act. 1908.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- (1) The first part has agreed to purchase from the second part below mentioned schedule property after seeing and verifying for a total sale consideration amount of Rs. _____/- (Rupees _____) only, which is decided by both the parties mutually, hence no one party can raise any dispute in future and if done so, then it be treated as null and void by this deed.
- (2) The first part has paid token amount of Rs. _____/- (Rupees _____) only to the second part towards total sale vide details as under.

3.

sr.no.	Name of Bank	Cheque no.	Date	Amount Rs.
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The second part hereby acknowledges receipt of receiving earnest money towards total consideration amount as stated above. And the balance sale consideration amount of Rs. _____/-
(Rupees _____) only shall be paid by the first part to the schedule below:

Sr No	Construction Stage	Payment in %
1.	On Booking/Application	10%
2.	After execution of agreement	20%
3.	On completion of plinth of the Building	15%
4.	On completion of RCC structure	25%
5.	On completion of walls, internal plaster, flooring, doors, windows	5%
6.	On completion of sanitary fittings, lift wells, lobbies	5%
7.	On completion of external plumbing, external plaster, Elevation, terraces with water proofing	5%
8.	On completion of the lifts, water pumps, electrical fitting, Electro, mech requirements, entrance lobby, paving	10%
9.	On handing over the possession to the buyer	5%

The Seller will allow a rebate for early payments. The Buyer will be given discount of such early payments @ 12 % per annum for the period by which the respective instalment has been prepaid. The seller will also charge interest @ 12% for late payment by the buyer. Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a buyer by the Seller.

The Seller shall confirm the final carpet area that has been allotted to the Buyer after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Seller. If there is any reduction in the carpet area within the defined limit then Seller shall refund the excess money paid by Buyer within forty-five days with annual interest at the rate of 12%, from the date when such an excess amount was paid by the Buyer. If there is any increase in the carpet area allotted to Buyer, the Seller shall demand additional amount from the buyer as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

(3) The second part shall execute registered sale deed of property decided to sell in favour of the first part on full and final payment of sale consideration as stated in condition no.2 and the second part shall give necessary signature, consent and undertaking to the first part for the same.

(4) That the first part shall also bear costs of GST, Value Added Tax, Service Tax, and Cess, or any other similar taxes/levies/cess which may be levied, stamp duty charges, registration fee, advocate fees, typing charges etc. at the time of execution of sale deed and all other incidental charges as fixed by the government, semi government from time to time, water /drainage/user /IC charges, Electric/gas connection charges & deposits payable extra.

(5) The Seller assures and confirms that there is no other agreement or any document executed for Sale / lease / or mortgage of the said property to any other person or body corporate on the present day, which is valid and subsisting. And if any disputes will rise in future regarding title of the said property, it will be get cleared by the seller with their own cost and consequences. The seller do hereby covenant with the purchaser that the said property agreed to be hereby sold is free from encumbrances and defects in title of any nature whatsoever and that the seller has full and absolute power to transfer and deliver possession of the said property to the purchaser.

(6) If the Seller fails to abide by the time schedule for completing the project and handing over the Apartment to the Buyer, the Seller agrees to pay to the Buyer who does not intend to withdraw from the project, interest at the rate of 12% per annum, on all the amounts paid by the Buyer, for every month of delay, till the handing over of the possession. However when such delays are only related to availing of BUC, for calculation of delay period date of application for BUC to competent authority will be considered. Similarly, the Buyer shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Seller as provided herein above.

5.

(7) Without prejudice to the right of Seller to charge interest in terms of clause above, on the Buyer committing default in payment on due date of any amount due and payable by the Buyer to the Seller under this Agreement (including his/her proportionate share or taxes levied by concerned local authority and other outgoings) and on the Buyer committing three defaults of payment of instalments, the Seller sell at his own option, may terminate this Agreement. The termination of agreement will be as per RERA Act.

(8) The Seller hereby declares that any Floor Space Index which may be available in future on modification to Development Control Regulations, which are applicable to the said Project shall belong to Seller only the seller can utilize it at his own discretion.

(9) The guarantee/warranty of fixtures/items are as per guarantee provided by the Manufactures/suppliers and seller will not be liable for defects not attributable to them or caused by negligence/misuse by the purchaser.

(10) All titles of property located in the said building are clear and marketable and the first part has decided to purchase the said property after verifying and seen it. Therefore, the first part will not entertain any dispute with the second part regarding title of the said property later on and if done so, then it will be treated as null and void by this deed.

(10) The Seller shall give possession of the Apartment to the Buyer on or before 31.03.2024 . If the Seller fails or neglects to give possession of the Apartment to the Buyer on account of reasons beyond his control and of his agents by the aforesaid date then the Seller shall be liable on demand to refund to the Buyer the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned herein above from the date the Seller received the sum till the date the amounts and interest thereon is repaid. Provided that the Seller shall be entitled to reasonable extension of time for giving delivery of Apartment on theafore said date, if the completion of building in which the Apartment is to be situated is delayed on account of-(i) war, civil commotion or act of God;(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.(iii)delay in getting electric/water/drainage/gas connection/BUC.

SCHEDULE

DESCRIPTION OF THE PROPERTY

All that right, title and interest of Property bearing FLAT/SHOP NO. _____ on _____ Floor
admeasuring BUILT UP AREA _____ sq.mtr. and CARPET AREA _____ sq.mtr. in

BUILDING NO. _____ (TYPE " _____ " as per SMC PLAN) out situated in campus known as "SHARANAM " on non-agriculture land for residence+commercial purpose having area 7119.13 sq.mtr. land at R.S. 100/2, Block no 118,paikie sub plot B,Mouje Jahangirpura,, Sub District-Surat City, District-Surat alongwith an undivided proportionate share in the underneath land of the building.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals hereunto on the day, month and year first hereinabove written.

WITNESS:-

Signed and delivered by within Named PURCHASER

[NAME]

[NAME]

7.

Signed and delivered by within Named SELLER

(Pan Constructions a partnership firm

Through its partner Manish Vinod Panwala)