

AGREEMENT TO SALE

This Agreement to Sale is executed on dated 10/05/2018, in favour of:

The Party of the First Part/Purchaser:

Name:- _____

Aged:- ___ years, **Occupation-**_____, **PAN No.** _____

Residing at:- _____

Who hereinafter shall be referred to as the Party of the First Part/Purchaser in the present Agreement, which meaning the word would mean and include the Party of the First Part himself, his heirs, successors, assignees, executors, administrators, etc.;

By the Party of Second Part/Vendor in the Sale Deed:

Courtyard Infrastructure, a partnership firm named as such, having its PAN No. AAMFC4392H, having its address at 401, Radheshyam Flat, Dinesh Mill Road, Akota, Vadodara for and on its behalf by Partner **Shri Viral Manojbhai Sheth**, aged adult years, Occupation: Agriculture/ Business,

who hereinafter shall be referred to as the Party of the Second Part/Vendor in the present Agreement, which meaning the words would mean and include the Party of the Second Part firm itself, its partners from time to time, their heirs, successors, assignees, executors, administrators, etc.;

The present Agreement to Sale is executed by Party of the Second Part herein in favour of you the Party of the First Part herein that:

WHEREAS, the land bearing **Block No. 75 Paiki, Old R.S. No. 87/1** included **T.P. Scheme No.1**, having given **F.P. No.44**, ad

measuring 1425.75 Sq. Mts. out of 4278.00 Sq. Mts. belonging to the ownership, enjoyment and possession of the Party of the Second Part herein is situated in the limits of Mouje Village **Sevasi**, in the Registration District Vadodara, Sub Registration District **Vadodara**. That the permission for making non-agricultural use for the said land has been granted by the Collector, Vadodara vide his order No. Tatkal/N.A/S.R/136/ 2016-2017 No. Land/D/Sec.65/Vashi/3464 to 3472/2016 dated 05.07.2016. The said non-agricultural land has been purchased by the Party of the Second Part herein from its owners 1. Shri Kishanchand Belaram Advani, 2. Shri Naresh Jashwantlal Shah and 3. Shri Mangaram Chelaram Alvani under a Sale Deed registered in the office of the Sub Registrar, Vadodara, at Sr. No. 11898 dated 11.12.2017.

AND WHEREAS, the land bearing **Block No. 75 Paiki, Old R.S. No. 87/1** included **T.P. Scheme No.1**, having given **F.P. No.44, ad measuring 2852.23 Sq. Mts. out of 4278.00 Sq. Mts.** is situated in the limits of Mouje Village **Sevasi**, in the Registration District Vadodara, Sub Registration District **Vadodara**. That the permission for making non-agricultural use for the said land has been granted by the Collector, Vadodara vide his order No. N.A/S.R/1322/2016-2017 No. Land/D/Sec.65 /Vashi/2661 to 2668/2017 dated 26/29.04.2017. The said non-agricultural land has been purchased by the Party of the Second Part herein from its owners 1. Shri Kishanchand Belaram Advani, 2. Shri Naresh Jashwantlal Shah 3. Shri Mangaram Chelaram Alvani AND 4. Jatin Ramanbhai Patel under a Sale Deed registered in the office of the Sub Registrar, Vadodara, at Sr. No. 11899 dated 11.12.2017.

Thus, the writer/Vendor became lawful owner, attorney and in possession of the said land of Block No.75 Paiki, Old R.S. No.87/1, included in T.P. Scheme No.1, having given F.P. No.44, admeasuring 1425.77 Sq. Mts. and 2852.23 Sq. Mts. totally 4278.00 Sq. Mts. of Mouje Village Sevasi, under the aforesaid sale deeds and the said land is appearing in joint names of

RTYARD INFRASTRUCTURE

V. N. B. S. R.

Partner

Vendor/writer herein in the revenue record and we are having possession and enjoyment of the same by virtue of ownership.

That in respect of land of Block No.75 Paiki, Old R.S. No.87/1, included in T.P. Scheme No.1, having given F.P. No.44, admeasuring 1425.77 Sq. Mts. and 2852.23 Sq. Mts. totally 4278.00 Sq. Mts. of Mouje Village Sevasi, Vadodara Urban Development Authority (VUDA) has sanctioned layout plan and granted construction permission for construction Tower A,B,C,D,E,F Rajachithhi/ Permission **No. UDA/Plan-6/Permission/49/2018 dated 24.05.2018**. As stated in the said permission, the Party of Second Part has made development work on the said land of its own and the said scheme organized is titled as "**THE RESIDENCE**". Out of the towers situated in the said scheme, the constructed property of **Flat No.-404, in Tower-____**, on the____ floor CARPET AREA ad measuring _____ **Sq. Mts.** has been agreed to be sold by the Party of Second Part to the Party of the First Part herein for a sale consideration **Rs. _____/-** only. That the amount of earnest money of Rs._____ has been received towards the same by the Party of Second Part. Thereafter, the remaining amount of sale consideration being Rs._____-/- is to be paid within 12 (twelve) months and the sale deed shall have to be got executed and at that time the possession of the said property will be handed over.

DESCRIPTION OF PROPERTY AGREED TO BE SOLD

In non-agricultural land of Block No.75 Paiki, Old R.S. No.87/1, included in T.P. Scheme No.1, having given F.P. No.44, admeasuring 1425.77 Sq. Mts. and 2852.23 Sq. Mts. totally 4278.00 Sq. Mts. of Mouje Village Sevasi, in the Registration District Vadodara, Sub Registration District **Vadodara** the scheme has been organized as per plan/maps sanctioned and approved by Vadodara Urban Development Authority (VUDA) and accordingly the buildings-towers titled as "**THE RESIDENCE**", has been constructed. Out of the said scheme, the **Flat/Shop No. _____ in**

FOR COURTYARD INFRASTRUCTURE

V. N. G. Patel

Partner

Tower-____, on the ____ floor, ad measuring constructed area of **Sq. Mts. measuring Sq. Mts.** The arrangement for common parking for joint proportionate use has been made. The said flat/property is agreed to be sold vide present Agreement and the boundaries of are as under:

East:

West:

North:

South:

That most essential and necessary particulars in respect of said property agreed to be sold by Party of Second Part in favour of Party of First Part are as under.

Now this Agreement Witnesses as under:

01. The project is having RERA Reg. No.
02. That upon completion of work of the said property, the possession of the property is to be handed over in time by the Party of Second Part. Further the Occupation Certificate for the property and common area is to be obtained by us.
03. As agreed in agreement the Party of the First Part has to make timely payment of the said property and if the Party of the First Part fails to pay timely payment or causes delay then the Party of the First Part shall have to pay interest at 18% to the Party of Second Part and if the Party of the Second Part herein does not hand over timely possession to the Party of the First Part then the interest at 18% for said duration shall be paid by us.
04. The property situated in the said scheme shall be made ready by the Party of the Second Part and by serving a notice of 15 days intimation will be given to the Party of the First Part and upon completion of said property by making verification that all amenities given are proper, the possession shall be taken over by the Party of the First Part.
05. After taking over possession of the said property, if any difficulty is faced up to five years in the structure of the said property then the Party of the Second Part shall have to repair the same.

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However, if the Party of the First Part has made any additions, alteration or demolition inside the said property then its entire responsibility shall be of the Party of the First Part. With such clear cut conditions, the sale deed in respect of said property is executed by the Party of Second Part in favour of Party of First Part.

06. That upon paying remaining consideration within aforesaid time limit, you are entitled and authorized to get the sale deed executed in respect of said property and upon paying the complete sale consideration by the Party of the First Part, the responsibility to execute the sale deed of the said property is that of the Party of Second Part herein. With all such clear cut conditions, the present Agreement has been made by Party of Second Part in favour of Party of First Part.
07. If the remaining sale consideration is not paid by the Party of the First Part within the above stipulated time period then the present Agreement to Sale shall be treated as null and void and cancelled automatically and you will not have any right and authority to purchase.
08. That the possession of the property under the present agreement to sale is and shall be handed over to the Party of First Part at the time of sale deed.
09. That the expenses towards stamp duty, registration fee, scribe fee, etc. at the time of registration of sale deed is and shall be on the head of the Purchaser.
10. All taxes, etc. which may become payable up to date of sale deed in respect of said property are to be paid by the Party of Second Part herein.
11. That the property as described in the above schedule is of belonging to the joint ownership, enjoyment and possession of the Partnership Firm of the Party of the Second Part writer herein and except us no one has any right, title, interest, concern, share, claim, demand over the same. That the title of the said property is clear and marketable and we have full power and authority to sell the same.

For. COURTYARD INFRASTRUCTURE

V. M. G. S. R.

That present Agreement to Sale is executed by the Party of Second Part writer herein upon our willingness after reading, understanding, thinking, became acquainted with the same, in cleverness, which is and shall be acceptable, binding and agreeable to us our partners from time to time and their heirs, successors, etc. all.

Dated: 10/05/2018:

Signed in presence of witnesses:

Party of Second Part: Vendor/Writer
Courtyard Infrastructure, a partnership
Firm named as such through its Managing
Partner:

(Viral Manojbhai Sheth)

In Witness:

- 1.
- 2.

**SCHEDULE AS PER SEC. 32(A) OF
THE REGISTRATION ACT, 1908.**

Party of First Part: Purchaser:

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Party of Second Part: Vendor/Writer
Courtyard Infrastructure, a partnership
Firm named as such through its Managing
Partner:

V. Manojbhai Sheth

(Viral Manojbhai Sheth)

For. COURTYARD INFRASTRUCTURE

V. Manojbhai Sheth

Partner