

➤ Balcony & utility area table to be prepared

AGREEMENT TO SALE

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AGREEMENT TO SALE in respect of Property bearing Unit No._____ on the _____ Floor admeasuring about _____ sq.feet i.e. _____ sq.mtrs (carpet area) in the scheme known as **“SAROVAR LANDMARK”** situated on the land bearing Sub Plot No.1+2+3+4+5+6+7 of Final Plot No.163/A part of Town Planning Scheme No.2 situate, lying and being at MOUJE : RAJPUR-HIRPUR, Taluka : Maninagar (Old Taluka : Ahmedabad City East), in the Registration District of Ahmedabad and Sub District of Ahmedabad-7 (Odhav) for a consideration of **Rs._____/- (Rupees _____ Only).**

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This Agreement is made on _____ Day of _____, **2018** between:

MR. _____, Aged adult, Professional by Occupation, Hindu by Religion, residing at _____, Ahmedabad.

(Which expression shall unless it be repugnant to the context meaning thereof mean and include **MR.** _____ and his legal heirs, successors, administrators, executors, assignees, etc.) hereinafter called as "**THE PARTY OF THE FIRST PART**" or "**PURCHASER/S**"

A N D

SAROVAR REALTY LLP, a Limited Liability Partnership, having its Office at Santoor Avenue, Pushpakunj Society, Kankaria, Ahmedabad **represented by its Working Partner Mr. ANISH PORASBHAI GANDHI**

(which expression shall unless it be repugnant to the context meaning thereof mean and include **SAROVAR REALTY LLP, a Limited Liability Partnership** and its Partners presently and from time to time and their legal heirs, successors, administrators, executors, assignees, etc) hereinafter called as "**THE PARTY OF THE SECOND PART**" or "**SELLER**".

WHEREAS the Party of the Second Part is owner and seized and possessed of Property bearing Unit No. _____ on the _____ Floor admeasuring about _____ sq.feet i.e. _____ sq.mtrs (carpet area) in the scheme known as "**SAROVAR LANDMARK**" situated on the land bearing Sub Plot No.1+2+3+4+5+6+7 of Final Plot No.163/A part of Town Planning Scheme No.2 situate, lying and being at MOUJE : RAJPUR-HIRPUR, Taluka : Maninagar (Old Taluka : Ahmedabad City East), in the Registration District of Ahmedabad and Sub District of Ahmedabad-7 (Odhav) more

particularly described under the schedule hereunder written (hereinafter referred to as "**THE PROPERTY**").

Land of [1] Sub Plot No.1 admeasuring about 409 sq.mtrs alongwith undivided share in the common area, [2] Sub Plot No.2 admeasuring about 341.13 sq.mtrs, [3] Sub Plot No.4 admeasuring about 397.99 sq.mtrs (after deduction of road line) alongwith undivided share in the common area of about 452 sq.yards [4] Sub Plot No.3 admeasuring about 535.11 sq.mtrs (after deduction of road line) alongwith undivided share in the common area of about 452 sq.yards situated on the land, [5] Sub Plot No.5 admeasuring about 360 sq.mtrs, [6] Sub Plot No.6 admeasuring about 481 sq.mtrs alongwith undivided share in the common area & [7] Sub Plot No.7 admeasuring about 335 sq.mtrs (after deduction of road line) alongwith undivided share in the common area of about 452 sq.yards on the land of Final Plot No.163/A part of Town Planning Scheme No.2 situate, lying and being at MOUJE : RAJPUR-HIRPUR, Taluka : Maninagar (Old Taluka : Ahmedabad City East), in the Registration District of Ahmedabad and Sub District of Ahmedabad-7 (Odhav) was purchased and acquired by SAROVAR REALTY LLP, a Limited Liability Partnership.

Said land was originally granted Non Agricultural Use permission which is evident from Form No.2 of revenue records.

Plans for proposed construction of residential scheme Flats was submitted for approval, which were approved by Ahmedabad Municipal Corporation in case No.BHNTS/SZ/240517/GDR/A8570/R0/M1 and granted permission for construction vide its Commencement Certificate No.9163/240517/A8570/R0/M1 dated 28-08-2017.

The Party of the Second Part after obtaining necessary permission has floated a commercial scheme known as "SAROVAR LANDMARK".

The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developer, authenticated copies of Property card or extract of Village Forms VI ,VII and other relevant revenue record showing the nature of the title of the Party of the Second part to the project land on which the scheme is constructed and have also been inspected by the Party of the First Part and he/they is/are satisfied in respect of the same.

Party of the Second Part has applied for registration vide Acknowledgement No.PR/AHMEDABAD CITY/_____/____ for the Project under the provisions of the Act with the Real Estate Regulatory Authority at Ahmedabad.

On demand from the Party of the First Part the Party of the Second Part has given inspection to the Party of the First Part of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016.

The authenticated copies of the plans and specifications of the Unit agreed to be purchased by Party of the First Part has been annexed and marked as Annexure;

WHEREAS the Party of the First Part on proper verification of all the Documents and facts submitted by the Party of the Second and after getting it verified from the Experts have approached the party of the Second part with a clear intention to Buy the property and after due negotiations they have agreed to enter into this transaction of sale.

AND WHEREAS the Party of the Second Part has agreed to Sale the property as mentioned above to the Party of the First Part and as such this Agreement to Sale is executed between the Parties of

this agreement as per the Terms and Conditions mentioned hereunder :-

1. Parties of the First Part has agreed to purchase the property for consideration of **Rs.** /- **(Rupees Only) EXCLUDING** Charges on account of Torrent Power Ltd/Ahmedabad Municipal Corporation At Rs._____/ - per Sq. Feet, Society Maintenance Deposit At Rs._____/ - per Sq. Feet / Running Maintenance at Rs._____/ - per Sq. Feet, Legal /Government Charges / Other expenses At Rs._____/ - which will be required to be paid separately charged on the square feet area decided by the Party of the Second part. This amount will be required to be paid by the party/s of the First part over and above the consideration specified hereinabove.

The Party/ies of the First Part have paid sum of **Rs.**_____/- is paid by Cheque No._____ dated ____ - ____ drawn on Bank, _____ Branch, Ahmedabad (not exceeding 10% of the total consideration) as advance payment or application fee to the Party of the Second Part.

2. It is further agreed by and between the parties of Both the part that the further Schedule of Payment will be as Under:
 - i. Amount of Rs..... (Rupees) (not exceeding 30% of the total consideration) to be paid to the Party of the Second Part after the execution of Agreement.
 - ii. Amount of Rs..... (Rupees) (not exceeding 45% of the total consideration) to be paid to the Party of the Second Part on completion of the Plinth of the building or wing in which the said Unit is located.
 - iii. Amount of Rs..... (Rupees) (not exceeding 70% of the total consideration) to be paid to the Party of the

Second Part on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.

- iv. Amount of Rs..... (Rupees) (not exceeding 75% of the total consideration) to be paid to the Party of the Second Part on completion of the walls, internal plaster, floorings doors and windows of the said Unit.
 - v. Amount of Rs..... (Rupees) (not exceeding 80% of the total consideration) to be paid to the Party of the Second Part on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Unit.
 - vi. Amount of Rs..... (Rupees) (not exceeding 85% of the total consideration) to be paid to the Party of the Second Part on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Unit is located.
 - vii. Amount of Rs..... (Rupees) (not exceeding 95% of the total consideration) to be paid to the Party of the Second Part on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Unit is located.
 - viii. Balance Amount of Rs.....(Rupees.....only) against and at the time of handing over of the possession of the Unit to the Party/ies of the First Part on or after receipt of occupancy certificate or completion certificate.
3. Time limit of this Agreement is fixed upto _____, 2019. The time limit of the Agreement is in Tandem with the Time limit of Completion of project with possible civic

infrastructure. This time limit shall stand extended due to any Act of God i.e. Force Majeure for the time period where no activity could be carried out at site, due to any notice, order, rule, notification of the Government and/or other public or competent authority/court.

4. Party of the Second Part has not handed over possession of the property by virtue of this Agreement to Parties of the First Part, but the same is to be given at the time of Sale Deed or within 15 days of the written notice from the Party of the Second Part to the Party of the First Part intimating that the said Unit is ready for use and occupancy.
5. The Parties of the First Part authorizes the Party of the Second Part to adjust/appropriate all payments made by them under any head(s) of due against lawful outstanding, if any, in his/their name as the Party of the Second Part may in its sole discretion deem fit and the Party of the First Part undertakes not to object/demand/direct the Party of the Second Part to adjust payments in any manner.
6. The Party of the Second Part hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Party/ies of the First Part, obtain from the concerned local authority occupancy and/or completion certificates in respect of the scheme.
7. If the Party of the Second Part fails to abide by the time schedule for completing the project and Handing over the [Unit] to the Party/ies of the First Part, the Party of the Second Part agrees to pay to the Party/ies of the First Part, who does not intend to withdraw from the project, interest at the rate of 12% per annum, on all the amounts paid by the

Party/ies of the First Part, for every month of delay, till the handing over the possession. The Party of the First Part agrees to pay to the Party of the Second Part, interest at the rate of 12% per annum, on all the delayed payment which become due and payable by the Party of the First Part to the Party of the Second Part under the terms of this Agreement from the date the said amount is payable by the Party of the First Part) to the Party of the Second Part.

8. The Party of the Second Part declares that the SAROVAR REALTY LLP, a Limited Liability Partnership is the owner of the property. The rights, titles of the property are clear and marketable and there is no charge over the property proposed to be sold to the Parties of the First Part.
9. It is also declared by the Party of the Second Part that the property or part thereof is not sold to any person in any manner till date and is not to be given to any person till the agreement in question is in full force and effect.
10. The Party of the Second Part has agreed to fully co-operate with the Parties of the First Part and supply all the documents/papers pertaining to the scheme.
11. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or any part thereof. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Party of the Second Part until the same is transferred as hereinbefore mentioned.
12. Party of the Second Part has to pay any liability of Government, Semi-Government, Corporation, Taxes, Cess, Charges etc., till the Sale Deed of the property is executed in favour of Parties of the First Part.

13. It is declared and assured by Party of the Second Part that no litigations are pending in any Court of law in respect of the property. The property or part thereof is not in attachment by any order of Court and they have not received any notice from any Court. They are not restrained by any order of Court for transfer of property and they have not received any notice from any Court.
14. The property or part thereof is neither in acquisition nor requisition of any Government, Semi-Government, Corporation, and has not received any notice till date. The property or part thereof is not in attachment towards maintenance of any person and has not received any notice till date.
15. The property does not come under the disturbed area as declared by the State Government no permission is required to be obtained under The Disturbed Area Act, 1991.
16. For the effective and proper management of the scheme known as “SAROVAR LANDMARK” a Maintenance Society or any other entity will be formed and the party of the Second part will have to compulsorily register as the Member of such Maintenance Society or entity and will have to abide the Rules and Regulation of such entity and will have to pay the monthly maintenance as specified by such entity.
17. All expenses such as Stamp Duty of this Agreement, Registration Fees, Advocate Fees, miscellaneous expenses etc, in relation to the property are to be borne by the Party/ies of the First Part.
18. All notices to be served on the Party of the First Part and the Party of the Second part as contemplated by this Agreement shall be deemed to have been duly served if sent to the Party of the First Part or the Party of the Second part by Registered

Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified hereinabove.

19. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
20. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Agreement.

The above agreement is executed by the Parties of both the Part by their free and own will, without undue influence and coercion, which is binding not only to the Parties of both the Part, but also to their legal heirs, successors, executors, administrators, assignees etc, and for the same they have signed hereunder in presence of witnesses.

SCHEDULE

All that piece and parcel of Property bearing Unit No._____ on the _____ Floor admeasuring about _____ sq.feet i.e. _____ sq.mtrs (carpet area) in the scheme known as “SAROVAR LANDMARK” situated on the land bearing Sub Plot No.1+2+3+4+5+6+7 of Final Plot No.163/A part of Town Planning Scheme No.2 situate, lying and being at MOUJE : RAJPUR-HIRPUR, Taluka : Maninagar (Old Taluka : Ahmedabad City East), in the Registration District of Ahmedabad and Sub District of Ahmedabad-7 (Odhav)and bounded as under:-

On or towards East :
On or towards West :
On or toward North :
On or towards South :

SAROVAR REALTY LLP,
represented by its Working Partner
Mr. ANISH PORASBHAI GANDHI

WITNESSES

(1) _____

(2) _____