

Agreement To Sale

This AGREEMENT for Sale is Executed on th day of Month, Year : 2020

by and Between :

THIS AGREEMENT TO SALE IS EXECUTED IN FAVOUR YOU FIRST PART :

PURCHASER / BUYER :

.....

Aged about : Adult,

Residing at : .

Pan :

.... Party of the First Part

AND

THIS AGREEMENT TO SALE EXECUTED BYSELLER I.E. SECOND PART :
SELLER.

**GREENERA INFRAWELL PVT LTD THROUGH ITS AUTHORISED
DIRECTOR AMBRISH THAKARSINHBHAI PARAJIYA**

Aged about 45 years, By **Caste:** Hindu,

Occupation : Business,

Address : A/404, Tirupati Plaza, N/r, Collectrate, Athwagate, Surat..

Pan Card No.(Company) :

.... Party of the Second Part

Whereas we second party hereby inform by writing this agreement to sale to you first party that :-

That the property bearing **PLOT NO.** admeasuring total Sq.mtrs (i.e. Sq.yrds) alongwith undivided share in common roads and common plots of society situated in the campus known as “**GREENERA GARDENVILLA**” in the underneath land of the said total Non-Agricultural land comprising of, Final Plot No.87 i.e. 10,475 Sq.mtrs (Old Final Plot No.1767) , having Original Plot No.1767/B i:e.20,949 Sq.mtrs of T.P. Scheme No.2/A (Residential Zone), of Dholera Special Investment Regional Development Authority having Old Revenue Survey No.62/1,New Revenue Survey No.160 i.e. 19,223 Sq.mtrs, and having Value (Aakaar) - Rs.5.30 and Old Revenue Survey No. 62/3, New Revenue Survey No.159 i:e.1726 Sq.mtrs., and having value (Aakaar) - Rs.0.95 of Village- Bhimtalav, Sub District-Dholera Taluka, Dist.- Ahmedabad for **Rs...../- (Rupees only) as a total consideration which includes Development Charges (Development Charges to**

be more specifically includes the development of basic amenities of Society such as Internal Roads, Common open plot).

Conditions

1. The property (which is more specifically mentioned in scheduled herein) that the party of the second part is the absolute owner, possessor, occupier of the said property and have a total right to make its arrangements, administration and authority to sell the aforesaid property.
2. An application was moved Before the Collector Ahmedabad for changing the purpose of land from Agricultural use Land to Non- Agricultural use and the said application was allowed by the Collector vide its order No. ACB / TNC / N.A. / TATKAL / SEC-65 / S.R. 5 / 2016 dated 07.09.02016 and so the said Land was converted from Agricultural use Land to Non-Agricultural use Land. And so the land bearing R.S.No 159 (Old R.S.No. 62/3) T.P.Scheme No. 2/A, Final plot No – 1767, Admeasuring about 860 Sq.Mtrs. got the title of Non-agricultural use Land.
3. An application dated 01.03.2017 was moved Before the Collector Ahmedabad for changing the purpose of land from Agricultural use Land to Non-Agricultural use and the said application was allowed by the Collector vide its order No. ACB / TNC / N.A. / TATKAL / SEC-65 / S.R.77 / 2016 dated 01.03.02017 and so the said Land bearing Old Revenue Survey No.62/1, New Revenue Survey No.160 i.e. 19,223 Sq.mtrs, and having Value (Aakaar) - Rs.5.30 was converted from Agricultural use Land to Non-Agricultural use Land.
4. In the land on which project is organised bearing Final Plot No. 87 that with proper planning an application was moved for the development of the said land before the Dholera Special Investment Region Development Authority and the DSIRDA had granted the permission vide No.PRM/1/1/2019/100 dated :17-01-2019.
5. The Non Agricultural land bearing Final plot No. 87 on which the said project **“GREENERA GARDENVILLA”** is organized the Second party have registered the Project under the provisions of the the Real Estate Regulatory Authority Act at PR / GJ / AHMEDABAD / DHOLERA /DSIRDA/...../.....) dated ..-...-2020.

6. The Land on which the scheme “**GREENERA GARDENVILLA**” is organised that with regard to the said land the Second party have provided examination to the First party of necessary Documents, deeds, evidences, writing, order which were in possession and custody of the Second Party relating to the titles, permissions of Authorities, Layout plan and Master file of the Scheduled Property required as per Real Estate Regulatory Authority Act 2016.

7. The property which is mentioned hereunder in scheduled is decided to be sale for a **total consideration of Rs...../- (Amount for Plot Area) and also Rs/- for Development Charges (Development Charges to be specifically includes the development of basic amenities of Society) in favour of you first party which is and will accept admit and bind to both the parties and our heirs, guardian, successors etc. all.**

8. The first party has paid advance payment of Rs. /- in words as a part consdideration only to the seller and seller hereby acknowledge the receipt thereof.

9. And the Balance Amount Rs..... in words for plot will be paid by the purchaser to seller on or before Months i.e by Month-year and the amount of development Charges will be paid prior to execution of Sale Deed. The Payment Scheduled will remain as

10. That the sale consideration is as per the existing Jantri value decided by government and due to any reason if Jantri value increase because of Government decisions or some other reason not under control of second party than with prior intimation to first party the second party will have all rights to increase the Value of the property.

11. The First party assures that payment for consideration will be made according to the terms decided in the present agreement and only after making full payment Second party hereby confirms to execute the sale deed and hand over the possession of scheduled property in favour of First party. It is hereby agreed that failure upto three times shall be allowed in payment of Installments by first party beyond that the second party will have all the rights to cancel the present agreement and prior to that first party will be allowed to represent itself and will also be given 15 days time to recover its failure for making payment thereafter agreement will be Automatically

stands cancel and second party will refund the amount if any paid to them without Interest to the First party.

12. Sale Consideration decided for the Scheduled property, does not include the responsibility to obtain water line, drainage connection, telephone, electric line meter (Cable charges, transformer, contract etc.) gas connection etc. for his own usage by first party and it shall be paid at its own cost and for which the second party seller is not having any responsibility and such lines, connections and meter shall be obtained by the first party in his own manner and for obtaining the same whatever amount, deposit required have to be paid by the first party i.e buyer. And also does not include Gram Panchayat Tax, Society maintenance, Maintenance charge, Society Formation Charge, Legal Documentation, Legal File Charges, other taxes etc. and said expenses shall be paid by First party. Sale deed formation expense its stamp duty, registration fees, advocate fees and other expenses related to formation of sale deed will be paid by First party. And after the execution of the sale deed till the society formation and handing over it to plott holders first party will have to pay the maintenance expense to the second party. And the First party have to do construction on plot at his own expense.

13. The execution of sale deed and handing over possession of the Scheduled Property to first party shall be on or before 31.12.2023 only after complete payment made by the first party and subject to any uncontrolled circumstances arises due to war, natural calamities, strikes or any order by government or other competent authorities.

14. Declaration and undertaking by Developer

14.1 According to the Title clearance report affixed with the agreement the said land on which the scheme is developed is saleable and free from any encumbrance and is in the absolute ownership and possession of the second party.

14.2 Second party have obtained all required permissions to develop the land on which scheme is organised and further if any permissions required to complete the said scheme will be obtained by second party at then time .

14.3 That no other agreement or any document executed or any rights existed of any party except that are mentioned in the Title Clearance Report.

- 14.4 That there are no Suit or any legal proceedings existed on the Scheme land.
- 14.5 That every permissions obtained with regard to the said scheme have been obtained following due process of law and hereby undertakes that even in future all permissions will be obtain after following required procedure as per law.
- 14.6 That Second party have all Rights to execute the said Agreement and have not breached any provision of law and also have not acted in any ways that can harm the interest of First party.
- 14.7 The seller assures and confirms that there are no other agreements or any document executed for sale deed of the said property described in scheduled to any other person or body corporate on the present day, which is valid and subsisting. And if any dispute raise in future regarding title of the said property, it will be get cleared by the seller.
- 14.8 After completion of the whole scheme Second party will hand over the possession of common open plot, common amenities, and common area to the Association to the First party at the time of formation of society and association of person.
- 14.9 That except mentioned in the title clearance report second party have not received any notice from Government Authority with respect to Acquisition or any other law with regard to present scheme.

15. Plot holder or Allottees hereby undertakes :

- 15.1 That from the date of handing over the possession to First party and execution of sale deed The First party shall pay all the expenses for its maintenance and maintain the society in best way. And shall not act in anyways against the Rules and byelaws decided by the Society. Shall not act in anyways against the laws and also without the prior permission of local Authority and Society no alteration can be allowed to First party.

- 15.2 The First party shall use the said property for Residential use only and to do construction accordingly subject to permission obtained from Authorities. The First part shall not carry out any acts or activities which are obnoxious, antisocial, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance to the other owners. and shall not install any machinery for carrying commercial activities.
- 15.3 No plot holder shall claim separate ownership right on Society road, Common Space and common open plot of the society. Any member shall not have to do any construction or encroachment on the road land and shall not make shops attached to the road and to use it as a shop.
- 15.4 First Party shall allow the second party to visit the society with surveyors or any other expertise person to inspect the construction being made by the First party.
16. In the plot of land sold to the first party i.e. buyer shall have to do construction as per approved plan from Government Authority legally at his own expenses and risk and for which the second party shall not be responsible for providing financial, loan, water, drainage, light etc. facilities. And in future for any illegal construction by First party than for any legal consequences and penalties Second party will not be held liable.
17. That the Scheduled Property is free from encumbrance and having saleable title. The said property is in the absolute ownership of Second party. The Second Party further assures and confirms that there is no other agreement or any document executed for sale deed of the said property described in scheduled to any other person or body corporate on the present day, which is valid and subsisting. And if any dispute raise in future regarding title of the said property, it will be get cleared by the seller. 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.
18. Except the plot sold to you, on the open land and common plot land and roads and margin space etc. the buyer shall have no independent absolute ownership right over it and shall not be provided in future and considering the said provision the present value of the said plot land is decided.

19. **SEVERABILITY** : If any provision of this Agreement / Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made here under or under other applicable laws, such provisions of the Agreement / Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement / Deed and to the extent necessary to conform to Act or the Rules and Regulations made hereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

20. That after the execution of the present agreement Second party shall not keep the scheduled property in mortgage or create any charge on it and if any charge or mortgage created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such plot.

21. That with respect to “**GREENERA GARDENVILLA**” scheme formation of Association or co-op service society is must. The First Party hereby further agrees and undertakes to become a member of the said Association or Society and to observe rules and regulations of said Association or Society and to pay his/her proportionate share in respect of the said PROPERTY all rates, taxes, duties impositions, outgoing and charges for common amenities. All the terms & Conditions and bylaws formed by the society shall be accepted and binding to the First part now and in the future.

22. Further in the said plot land at the time of construction the first party shall have to obey the margin rules and shall not cause harm or demolish any common construction built for common use of Society

23. That the seller shall execute the sale deed of the said property in favour of the purchaser or in the name which is suggested by the purchaser after the full and final payment of the said property.

24. All Revenue taxes, maintenance charges etc. for the said property till the possession is to be paid by the seller. And thereafter all revenue taxes, maintenance charges etc. to be paid by the purchaser. and if any tax, found prior to execution of sale deed than second party will be held liable to pay the said amount.

25. That the purchaser shall bear the cost and expenses of the sale deed, i.e. registration fees/charges, stamp duty etc.
26. All the required permissions on the said land have been obtained for organizing project. And The said land above which the plots are organized is according to the final plot allotted under the Town Planning scheme by the Dholera Special Investment Regional Development Authority and Government but after Sale deed if any changes declared by any Government Authority or DSIRDA as a part of development plan or due to some other circumstances or by operation of law at the then time existed the changes if any required than the party of the first part have to implement it accordingly and the party of the second part will not be held liable for the same.
27. In the said land over and above which the **“GREENERA GARDENVILLA”** project is organized of which the society internal roads and common open plot shall be used by the first party in common with other plot holders of the society and for which decision of the second party shall be binding to the first party. No plot holder shall have to make portion of the road land and have to show separate ownership right on it and shall not have to claim for it. From the said road above or inside water, drainage, gas, electric or telephone line shall be laid, vehicles can be moved thereon and can be walk on the said road but the said road shall be utilized by each in a manner that it shall not cause difficulty or harassment to other plot holders. Each and every plot holder of the society will responsible to pay cost for maintaining Road, Common open Plot and open spaces and also for the taxes levied on such places by local authorities.
28. Except the plot sold to you, on the open land and common plot land and roads and margin space etc. the buyer shall have no independent right over it and shall not be provided in future and considering the said provision the present value of the said plot land is decided.
29. The Booking letter issued by the Vendor and the terms described therein will also be considered to be part of this agreement.
30. The Buyer hereby declares as her nominee for this agreement.

31.The said agreement is executed at Surat so it will be considered to be under the jurisdiction of Surat Civil Court.

32.**DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settled 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, hereunder.**

DESCRIPTION OF THE PROPERTY DECIDED TO SELL

All right, title and interest in the immovable property bearing **PLOT NO.** admeasuring total Sq.mtrs (i:e. Sq.yrds) alongwith undivided share in common roads and common plots of society situated in the campus known as **“GREENERA GARDENVILLA”** in the underneath land of the said total Non-Agricultural land comprising of, Final Plot No.87 i.e. 10,475 Sq.mtrs (Old Final Plot No.1767) , having Original Plot No.1767/B i:e.20,949 Sq.mtrs of T.P. Scheme No.2/A (Residential Zone), of Dholera Special Investment Regional Development Authority having Old Revenue Survey No.62/1,New Revenue Survey No.160 i.e. 19,223 Sq.mtrs, and having Value (Aakaar) - Rs.5.30 and Old Revenue Survey No. 62/3, New Revenue Survey No.159 i:e.1726 Sq.mtrs., and having value (Aakaar) - Rs.0.95 of Village- Bhimtalav, Sub District-Dholera Taluka, Dist.-Ahmedabad. along with all inner & outer rights and the said property is bounded as under :

East :

West :

North :

South: :

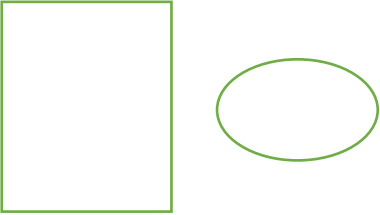
This Agreement to sale without possession is executed this above detailed today with full willingness and selfdesire, in cleverness, in sound state of body-mind and in non-toxic condition, without any body's anytype of pressure, threaten, after read, got read, understand, think, which is accept, admit and binding to both party and our heirs, guardian, successors, executors, administrators, assignees, authorized representatives etc. all will remain too also.

THIS SALE AGREEMENT EXECUTED BY

MEANS SELLER SECOND PART / SELLER:
GREENERA INFRAWELL PVT LTD
THROUGH ITS AUTHORISED DIRECTOR

Ambrishbhai Thakarshibhai Parajiya

First Party Purchaser



WITNESS :
