

AGREEMENT TO SALE

AGREEMENT TO SALE FOR AN IMMOVABLE PROPERTY BEING SHOP/OFFICE NO." " ON " " FLOOR, IN IN THE SCHEME TITLED AS "EARTH ALPHA"executed on dated __/__/2017 in favor of:

Purchaser - the Party of First Part:-

1)NAME:-_____

Aged ____ **Years, Occupation:**_____, **PAN NO.-**_____

2)NAME:-_____

Aged ____ **Years, Occupation:**_____, **PAN NO.-**_____

Residing at _____

who hereinafter shall be referred to as Purchaser, the Party of the First Part in the present Agreement to Sale, which meaning the words would mean and include the Purchaser - the Party of the First Part himself, his, heirs, successors, assignees, executors, etc.;

By the Vendors - the Party of SECOND PART:

- (1) **Shah GirishbhaiSundarlal**, aged adult, Occupation: Agriculture/Business,
- (2) **Amin Samir Jagdishchandra**, aged adult, Occupation: Agriculture/Business,
- (3) **Patel MahendrabhaiGordhanbhai**, aged adult, Occupation: Agriculture/Business,
- (4) **Patel JagdishbhaiGordhanbhai**, aged adult, Occupation: Agriculture/Business,
- (5) **Patel JitendrabhaiGordhanbhai**, aged adult, Occupation: Agriculture/Business,
- (6) **Shah VijayalaxmiGirishbhai**, aged adult, Occupation: Agriculture/Business,
- (7) **Shah Amit Girishbhai**, aged adult, Occupation: Agriculture/Business,
- (8) **Shah Chintan Girishbhai**, aged adult, Occupation: Agriculture/Business,
- (9) **Shah HinaGirishbhai**, aged adult, Occupation: Agriculture/Business,
- (10) **Shah Minaxi Amit**, aged adult, Occupation: Agriculture/Business,
- (11) **Shah Priyanka Chintan**, aged adult, Occupation: Agriculture/Business,

For BEACON REALTY

K. G. Kumbhar

All residing at 301, Taksh Classic, Vasna Road, Vadodara.
Through Power of Attorney Holder of No.1 to 11 above, (1) Shri Shah Chintan Girishbhai, aged adult, Occupation: Business and agriculture OR (2) Shri Kamlesh Radheshyam Shah, aged adult, Occupation: Business, and agriculture, both residing at 301, Taksh Classic, Vasna Road, Vadodara, (who hereinafter shall be referred to as the Party of the Second Part OR Vendors (the landowners) in the present Agreement to Sale.

By the Confirming Party - the Party of THIRD PART:

Beacon Realty, a partnership firm named as such, having its office at Earth Artica, VasnaJakat Naka, Vadodara, for and on behalf of the said firm by the Adm. Partner **Kaushik GunvantbhaiRanpura**, aged adult, Occupation: Business, residing at Vadodara, (who hereinafter referred to as "Developers OR Party of Third Part in this Agreement to Sale.

WHEREAS, out of the aforesaid land/property belonging to the ownership, enjoyment and possession of the writers – landowners, the Agreement to Sale in respect of agreeing to sell the land as described in the schedule hereunder is executed upon our willingness with a clarification to abide by the following conditions and this Agreement to Sale is executed only for the sake of convenience for the Purchasers as per understanding arrived with you, therefore, as no any ownership rights are accrued by virtue of the same, no any complaint-dispute claim can be raised.

SCHEDULE
DESCRIPTION OF THE PROPERTY AGREED TO BE SOLD

In non-agricultural land R. S. No. 333/2/Paiki/2, City Survey No. 240 Paiki, in draft T. P. Scheme No. 26 (Tandalja), F.P. No.84 admeasuring 12887.00 Sq. Mts. situated in the limits of Mouje Village Tandalja in the Sub Registration District and Registration District Vadodara (Vibhag - 3 Akota) form the part of this land Earth Artica project situated in 10822.61 sq.mts and Earth Alpha project situated in 2064.39 sq.mts in the direction of East South of the whole land. The scheme has been organized as per approved layout plan and building plan and the COMMERCIAL scheme titled as "EARTH ALPHA". Out of same, the property SHOP/OFFICE No.on_____ Floor in Tower- , having construction area _____ Sq. Mts. along with proportionate undivided land admeasuring _____ Sq. Mts. The said land/property is agreed to be sold vide present Sale Deed.

FOR BEACON REALTY
K.G. Ranpura
PARTNER

The Bounderies of said property as under.

East:

West:

North:

South:

The most necessary particulars in respect of property for the Party of the First Part, Party of Second Part and Party of Third Part situated in the said scheme are as under.

Upon completing the work of the said property in time, the possession of the property is to be handed over by the Party of the Second Part and Third Part herein. Further, the Occupation Certificate for the common area shall have to be obtained.

As per agreed agreement/contract for the said property the Party of the First Part shall have to make timely payment and if you the Party of the First Part fails to make timely payment or causes delay then you the Party of First Part shall have to pay interest at ___% to the Party of Second Part and Third Part herein and if the Party of Second Part and Third Part does not hand over timely possession of property to the Party of the First Part then we shall have to pay interest at ___ % for the said duration.

The Party of the Second Part and Third Party have to prepare the property situated in the said scheme and inform the Party of the First Part by serving a notice of 15 days and after verifying the said property completely, after checking whether amenities given are proper or not, the physical possession shall have to be taken over by the Party of the First Part.

After taking over possession of the said property up to five years, if difficulty of any nature arises in the structure of the property then the Party of the Second Part and Party of Third Part shall have to make repairing. However, inside the said property if the Party of First Part have made demolition or modifications/additions of any nature then its entire responsibility shall be of the Party of First Part alone. With all such clear cut conditions, the sale deed in respect of said

FOR CLARIFICATION
KG
PARTNER

property has been executed by Party of the Second and Third Parts in favour of Party of First Part.

- (1) The above described property has been agreed to be sold upon willingness in favour of the Purchaser – Party of First Part herein for a just and reasonable adhoc price of **Rs. ____/-** (in words **Rs. _____ ONLY**). The earnest money being **Rs. _____/-** (**Rs. _____ only**) for the same has been received in the names of the Party of the Second Part -Vendors from the Party of the Party of First Part – Purchaser. Upon admitting the said amount having been received towards earnest money, give receipt and acknowledgement for the same.
- (2) It is decided that the remaining sale consideration in respect of the property under the present Agreement to Sale is to be paid by the Purchaser within a period of SIX(6) months and upon paying the said remaining sale consideration within said period, the Purchaser is entitled and authorized to get the Sale Deed executed in your favour. If the complete sale consideration is not paid within aforesaid time period, in that event, the amount paid towards sale consideration shall be forfeited and this agreement shall be treated to be cancelled automatically and in such circumstances, we the Vendors shall be authorized to cancel this Agreement to Sale.

The actual and physical possession of the land/property under the present Agreement to Sale is and shall be handed over to the Purchaser herein on making complete payment of Sale Consideration as agreed between us and at the time of execution of Sale Deed and the entire expenses for sale deed, such as stamp duty, registration fee, scribe fee, etc. as well as amount payable as per Stamp Duty Act, amount of service tax as per government law, expenses for mutation in the revenue record, Corporation tax, GEB Deposit, flat maintenance fund, etc. as per prescribed rate that may be payable, the same is to be paid separately by you the Purchaser herein. With such clarification, the present Agreement is executed.

For BEACON REALTY

K.G. Kaur

PARTNER.

- 3) The non-agricultural land of Survey No.333/2/Paiki/2, City Survey No.240 Paiki of Mouje Village Tandalja, Vadodara, in draft T.P. Scheme No.26 (Tandalja), Final Plot No.84 adm. 12887.00 Sq. Mts. which was purchased jointly by the Party of Second Part herein from the owner Chandramaniben Bhavsahéb through Attorney and Possession holder Girishchandra Jayantilal Patel, under a Registered Sale Deed No.5164 dated 12.08.1999, Sale Deed No. 5178 dated 13.08.1999, Sale Deed No. 5263 dated 17.08.1999 and Sale Deed No. 5552 dated 30.08.1999 and accordingly, the Party of the Second Part herein became joint owners, attorneys, and possession holders of the same and as per Sale Entry No.2537 dated 02.09.1999 posted in the revenue record of Village Talati, the proceedings for mutation of joint names of Vendors were conducted.

That the Development Agreement has been executed by and between the Party of the Second Part landowners herein and Party of Third Part – Developers for making development over the said land, which is registered before the Notary, Shri P.J. Shah of Vadodara in his Register at Sr. No. 222 dated 24.03.2014. On the said Agreement, the Dy. Collector, Stamp Duty, Valuation Organization Vadodara, has passed order No. Stamp/Vashi/V01/K-33/602/2015 dated 20/01/2015 and accordingly, the amount of stamp duty has been paid vide Challan No.143 dated 23.01.2015 and as such they are authorized and entitled to develop the said land under the said Development Agreement.

The permission for using the aforesaid land under the scheme for non-agricultural use has been granted by the Collector, Vadodara, Non-Agriculture Branch, Vadodara vide his Order No. N.A/S.R/234/2012-2013 No. Land/D/Sec.65/Vashi/7712/2012 dated 09.10.2012. Upon obtaining necessary permission for making construction over the aforesaid land from Vadodara Mahanagar Seva Sadan vide Rajachithhi/Const. Permission No. Ward-11/111/2017 dated 24.08.2017 and as per approved maps and plans, the scheme titled as "EARTH ALPHA" consisting of Commercial shops and offices in EARTH ALPHA all construction of Building IS proposed and organized. But for the above stated project, if at all there is any change in the approved plan,

For BEACON REALTY
K.G. Bhangar
PARTNER

change of any kind either in elevation or of any kind otherwise by the party of second part then the party of first part must not enter into any dispute or objection, thus with this clear and absolute condition this BANAKHAT is issued to the party of first part by the party of second part.

- 4) In the commercial scheme organized over the aforesaid land and titled as **"EARTH ALPHA"** any of the unit holders/purchasers do not and shall not have a right, power and authority to make change in the said name. Further, the unit Purchasers/holders in the said scheme together forms any Association or Development Council for the purpose of upkeepment, maintenance, cleanliness of the said scheme, then the Purchaser has to become its member compulsorily. The open land as shown in the approved map for the purpose of construction, the Unit Purchasers are bound to keep the said land permanently open without demanding personal individual ownership thereof. Since, it has been decided to sell the property which is in the style of flat/shop/office style, your ownership shall be to the extent of site position shown and no separate part or division can be demanded in any of the construction. The Party of First Part - Purchaser can make use, utilization and usage of the common plot roads, etc. and further, only the use, utilization and usage of the terrace situated over all the buildings-towers is to be made jointly by the purchasers of concerned units without causing hindrance/obstruction to others or raising dispute, without demanding individual ownership. However, if any additional F.S.I. becomes available under writings of any nature whatsoever in future by making use, utilization and usage of terraces situated over all the towers-buildings, in that case, the ownership rights for making use, utilization and usage of FSI of towers-buildings shall permanently vest with the Party of the Second Part herein as per ownership rights accrued in their favour. That the brochure (Pamphlet) prepared for the said scheme for the publicity of the scheme are only made for the purpose of elevation, the Purchasers of the units shall not insist for such elevation or show and construction. The changes made or proposed to be made by the organizers of the scheme as per requirement at the relevant time for the purpose of facilities

FOR DEVELOPER
K. G. G. G. G.
PARTNER

shall be confirmed/accepted by all unit holders of the said scheme. With such clear cut condition, the present Agreement is written.

- (5) That in the property sold no alteration-modification or change in the external portion or in the openings (windows and doors) shall be made and also not cause any encroachment in the deep shed nor any projected grill be affixed. Same way, no change in the site positions of the walls, doors, windows, of the units etc. should be made. Further, no change in the site conditions of walls, windows, doors, etc. of the unit sold shall be caused and the ownership of upper-lower slab shall be of the joint ownership of the co-owners. Same way, the expenses towards its maintenance, repairing, renewal, etc. shall be borne and made by the concerned unit members proportionately as and when necessary.

The Unit Holder/Purchaser of the scheme shall not commit any act so as to cause damage to the RCC structure or change in the elevation in any manner whatsoever in the said scheme. Further, it is clarified that the organizers of the scheme shall be entitled to make change in the approved maps as per requirement at the relevant time. With such clear cut condition, the present agreement is written.

- (6) That in common space for common parking as stated/shown in the approved map for the purpose of making construction in the said land, the unit holders – purchasers of the concerned units shall make the parking as per convenience in the available space without causing obstruction or hindrance in parking to others and you, the Purchaser shall not be authorized and entitled to make parking in a specified space. The expenses towards common road, common passage, staircase, water motor pump, common parking, water tanks, security expenses, etc. and use and utilization of all items of common utilities shall made jointly by the Purchasers of all units. With such clear cut condition this agreement has been executed.

- (7) The scheme under the said scheme is belonging to the joint ownership, enjoyment and possession of the Vendors – Party of the Second Part and as per papers for its evidences and Title Clearance Certificate, its title is clear and marketable and

For BEACON REALTY
K.Gal Company

therefore, we the Vendors Party of Second Part herein have sufficient right and authority to sell the said property agreed to be sold to you. By giving such a fair assurance and trust, the present Agreement has been executed by us upon willingness, after reading, understanding, thinking, in non-toxic state, which is and shall be acceptable, binding and agreeable to us, our heirs, successors and in witness whereof, we have subscribed our signatures below.

Signed in presence of witnesses:
By the Party of Second Part (landowners):

1. Shah GirishbhaiSundarlal
 2. Amin Samir Jagdishchandra
 3. Patel MahendrabhaiGordhanbhai 1.
 4. Patel JagdishbhaiGordhanbhai
 5. Patel JitendrabhaiGordhanbhai 2.
 6. Shah VijayalaxmiGirishbhai
 7. Shah Amit Girishbhai,
 8. Shah Chintan Girishbhai,
 9. Shah HinaGirishbhai
 10. Shah Minaxi Amit,
 11. Shah Priyanka Chintan,
- Through their POA Holder of all:

In Witness.

(Kamlesh Radheshyam Shah)

Signed by the within named
Party of Third Part (Developers)
"Beacon Realty", a partnership firm
Named as such, by its Adm. Partner.

(Kaushik GunvantbhaiRanpura)

FOR BEACON REALTY
K.G. Ranpura
PARTNER