

SALE AGREEMENT

This agreement for sale is executed on thisth day of September in the year 2017.

BETWEEN

....., Aged About :, Occupation:,
Residing at:Surat.

PAN.

AADHAR NO.

MOB.

(hereinafter called and referred to as the “VENDEE”/”PURCHASER” which term shall include their administrators, heirs, executors, assigns and successors) of the ONE PART.

AND

1. ASHOKKUMAR PRATAPMAL JAIN, Aged About : 62,
Occupation: Business, Residing at: 8-C, Ratnabh Apartment, near
Panjrapol, Ghod dod road, Surat.

PAN.

AADHAR NO.

MOB.

2. SANJAY CHAMPAKLAL SUKHADIA, Aged About : 53,
Occupation: Business, Residing at: 4, Sachhidanand society,
opposite shree Raam Petrol pump, Adajan, Surat.

PAN.

AADHAR NO.

MOB.

3. NAVNEETBHAI GOVINDBHAI PATEL, Aged About : 66,
Occupation: Business, Residing at: 1, Kalpana society vibhag-1,
opposite Dena Bank, Rander road, Surat.

PAN.

AADHAR NO.

MOB.

(hereinafter called and referred to as the “LAND OWNER” which term shall include their administrators, heirs, executors, assigns and successors) of the SECOND PART.

AND

M/S. KSHITIJ a registered PARTNERSHIP FIRM, at Pooja Abhishek, Athwalines, Surat By their authorized Partner **SOUMIL SHETH** son of **SURENDRA SHETH**, aged about: 40, Occupation: Business, at: Pooja Abhishek, Athwalines, Surat and the power of attorney holder for the second party.

(Hereinafter called and referred to as the “DEVELOPER” which term shall include their administrators, heirs, executors, assigns and successors) of the THIRD PART.

Whereas the said second parties are the absolute owners of the land bearing old Revenue survey No. 409 revision survey No. 410/1 and land bearing old Revenue survey No. 412 revision survey No. 410/2 paiki T.P. Scheme No.2 (Vesu-Bharthana-vesu), Final Plot No.113 admeasuring about 9655 sq meters respectively of village Vesu, Taluka-majura, District Surat.

And whereas the second part (land owners) of the said land approach the developer(Third Part) and offered the above mentioned said land for construction of a multi-storeyed commercial building thereon consisting of shops, offices etc. for selling the same to intending purchasers on ownership basis.

And whereas the developer considered the offer of the owner, inspected the land and examined all the relevant revenue and municipal records in regard to the said land and decided to accept the offer of the land owners.

And whereas the owner and the developer thereafter discussed various issues relating to the above mentioned land and its development and deliberated on various matters concerning the construction of multi-storeyed commercial building thereon consisting of shops, offices etc. for selling the same to intending purchasers on ownership basis.

The above owner of the said land applied to District Collector of Surat to change for obtaining permission for revised Non-Agriculture permission for commercial pupose. In turn District Collector of Surat was please to grant the said permission and passed the order No.(J)BK/TPS/K-67/Reg.No. 147/ 2016-17 on dt: 08-05-2017.

The above owners/developer submitted the plans before the Surat Municipal Corporation, in turn Surat Municipal Corporation sanctioned the plan on 20-05-2017 vide its permission letter TDO/DP/NO.82.

And whereas the owner and the developer executed a Development agreement on 11-08-2017 and the same has been registered at serial no. 17003 on Dt. 23-08-2017 in the office of Sub-Registrar of Surat.

The Said Land is earmarked for the purpose of building a commercial project and the said project shall be known as ‘AAGAM VIVIANA’

The Second party and the developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under _____ registration no. _____;

And whereas the land owners(Second party) also agreed to sign and document in order to convey the said shop/office more fully described in

Schedule –A attached herewith in favour of the vendee/purchaser and also agreed that the developer shall realise advance amount from the intending purchasers in respect of the proportionate share of land proposed to be conveyed. And for that the second parties has given the General power of attorney on dated:11-08-2017 and the same has been registered at serial no. 17010 on Dt:11-08-2017 in the office of Sub-Registrar(Athwa) of Surat.

That the second party and the third party is the owner in possession of property (description whereof is given in schedule mentioned below and hereinafter referred to as the said property) has agreed to sale and the vendee/purchaser has agreed to purchase the same. The said property is free from all encumbrances, attachments and charges and other claims and demands and not affected by any notice of acquisition or requisition and having good marketable title. The consideration money for the proportionate undivided share in the land and construction is settled at **₹....,00,000/- in words Rupees only.**

And that this covenant witness that the second party and third party has agreed to sale his property mentioned below to the vendee on the terms and conditions mentioned hereunder:-

1. That the consideration of the transaction is settled at **₹....,00,000/- in words Rupees only** out of which the vendee has paid a sum of **₹...,0000,000/- in words Rupees only** towards earnest money as mentioned below, receipt whereof is hereby acknowledged by the other parties.

DETAILS OF PAYMENT

DATE	NAME OF BANK	CHEQUE NO.	AMOUNT(RS)
TOTAL			

2. And it is agreed by the parties that balance of the purchase amount of **₹.....0,000/- in words Rupeesonly** shall be paid by the vendee at the time of completion of the sale transaction.
3. And that it has been agreed by the parties that the sale transaction shall be completed within a period of **Sixty (60)** months and the vendee shall pay the balance of consideration amount to vendor and get the sale-deed executed and registered within the stipulated period. Time shall be deemed to be the essence of contract.
4. That on the payment of the balance of the purchase amount of **₹.....0,000/- in words Rupees only** vendor should deliver the possession to the vendee and shall execute the sale deed and do such deeds and things as may be necessary, so that the said property shall effectually vest in the said **VENDEE** / Purchaser.
5. And if the vendee fails or neglects to complete the transaction within the stipulated time the earnest money shall be forfeited by the vendor and the agreement shall be revoked and thereafter vendee shall not be entitled to claim any sort of relief to enforce the agreements.
6. The vendee/purchaser hereby agrees to pay, goods and service tax(GST) and any other taxes/charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time.

7. That all the expenses for preparation of the sale deed etc and all expenses on account of advocate fees, stamp and registration shall be borne by the **VENDEE** / Purchaser alone.
8. The vendee has checked all the title and documents of the property and satisfied with the same.
9. That any error or miss-statement or omission in the description of the property shall not annul the sale nor shall any compensation be allowed in respect thereof.
10. All the parties shall abide the conditions of this agreement and no party shall breach any condition of this agreement.
11. If this sale agreement requires for cancellation than in that case all expenses on account of advocate fees, stamp and registration fees shall be borne by the **VENDEE** / Purchaser alone.
12. This sale agreement is executed for bank loan purpose only and the **VENDEE** / Purchaser shall not use the same for any other purpose.

DESCRIPTION OF PROPERTY

SHOP/OFFICE NO. admeasuring about **Carpet area** **square fts** which is also equal to **sq.mtrs.** on **FLOOR** of **AAGAM VIVIANA building** with undivided and proportionate piece of land below the superstructure of **AAGAM VIVIANA building** situated on land bearing old Revenue survey No. 409 revision survey No. 410/1 and land bearing old Revenue survey No. 412 revision survey No. 410/2 paiki **T.P. Scheme No.2 (Vesu-**

Bharthana-vesu), Final Plot No.113 admeasuring about 9655 square meters respectively of village Vesu, Taluka-majura, District Surat.

This agreement is signed and performed by all the parties with full knowledge and understanding of content and to their best of their knowledge and without any sort of undue obligation or a pressure of any kind on the part thereof.

**SIGNED, SEALED AND
DELIVERED**

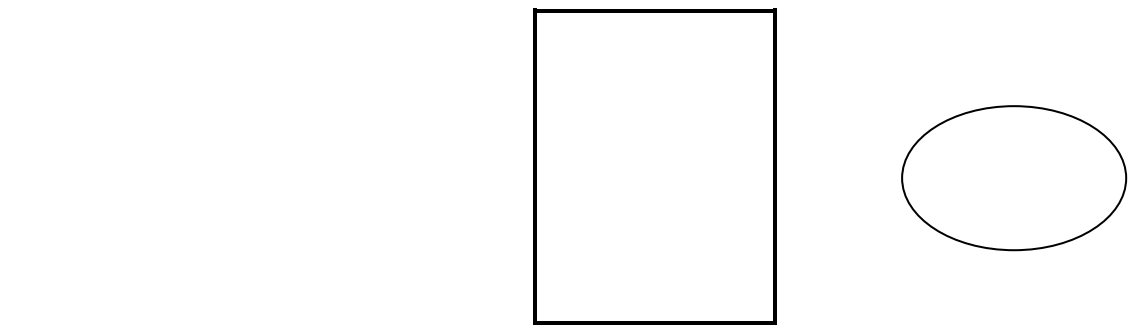
SECOND & THIRD PARTY/Seller
SOUMIL SURENDRA SHETH
authorized partner of M/s Kshitij a
registered partnership firm and the
power of attorney holder for the second
parties.

Witness-1

FIRST PARTY/Purchaser

Witness-2

VENDOR



VENDEE

