

AGREEMENT TO SALE

This agreement is made and executed at Vadodara this Day of
..... year 2016.

BETWEEN

..... aged years, occupation..... (Part
.....)
residing at
.....

(Hereinafter referred as THE VENDEE/ PURCHASER) which expression shall mean & include wherever the context permits, the legal heirs, the executors, administrators, representatives, nominees and assigns thereof THE PARTY OF THE FIRST PART.

AND

RAAMA CORPORATION, (Part: AAUPR 2013 G) a partnership firm having their office at Opp. Sears Towers, Gotri-Sevasi Main Road, Vadodara, by and through their partner Mr. SUNIL KUMAR DOONGARMAL JAIN, aged about yrs. Occupation-Business. THE OWNER which expression shall unless it be repugnant to the context or meaning there of be deemed to include the firm, time to time partners, officers, employees, and legal heirs, executors, successors, administration, etc. THE PARTY OF SECOND PART.

WHERE AS

The party of second part is absolute owner of non agriculture land of old R.S. no.11, Block no. 5 paiky-2, having Final Plot. no. 4, land area about 2481 square, and old R.S. no.1026, Block no.6 Final Plot no.5 land area about 100 sq.mtr. totaling land area is 2581 sq.mtr. of Final Plot no.4 & 5 in T.P. Scheme no.1 at Mouje SEVASI in the Registration District, Sub-District and Taluka VADODARA. now the said land is herein after referred as THE SAID LAND in this agreement.

The party of second part purchased the said land of under registered sale document which is registered with sub registrar office on dated 25/07/2016 under sr. no.6890 and the said land is also entered in the revenue records in the name of the second part.

The party of second part has prepared necessary plan for construction through their architects for commercial project having Shop/Show rooms and Offices in the name of Scheme RAAMA EMPORIO and the said plan approved UDA/PLAN-2/ Permission/172/2015 date:31/08/2015 and revised permission no. UDA/ PLAN-4/Permission/44/2016 dated:26/10/2016 from Vadodara Urban Development Authority and started the construction work of commercial tower in the name of "RAAMA EMPORIO".

N.A. order obtained by The Collector, Vadodara for the above referred entire said land under orders vide no. B.P./NA/SR/46/2008-2009, NA /Sec-66/ VASHI/ 951/2009 dated: 02/04/2009.

The party of first part is desirous to purchase a Shop/Show Room /Office no. _____ on _____ floor in "RAAMA EMPORIO" Scheme and the Owner is agreed to sale the Shop/Show Room /Office no. _____ on _____ floor in partly constructed with the rights to complete the balance construction through and by the party of second part RAAMA CORPORATION only under a separate agreement for construction, now called in this agreement THE SAID PROPERTY.

The title papers as well as the said property thoroughly examined and inspected by the purchaser and satisfied himself/themselves and clear all the aspects and agreed to purchase the said property, more particularly described in the schedule below.

SCHEDULE

Description of Shop/Show Room /Office no. _____ Floor _____

Property bearing Shop/Show Room /Office no. _____ on _____ Floor measuring about _____ sq.mtr area alongwith undivided proportionate share in the land is about _____ sq.mtr. with all ownership rights in the "RAAMA EMPORIO" which is situated on land old R.S. no.11, Block no. 5 paiky-2, having Final Plot. no. 4, land area about 2481 sq.mtr. and old R.S. no.1036, Block no.6 Final Plot no.5 land area about 100 sq.mtr. totaling land area is 2581 sq.mtr. of Final Plot no.4 & 5 in

T.P. Scheme no.1 in the slm SEVAST in the Registration District, Sub-District and Taluka VADODARA The said property bounded as under.

East :

West :

North :

South :

The Party of the First Part and the party of second part mutually decided and agree terms and conditioned for the said premises as under:

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREBY AS FOLLOWS:-

The said property is thoroughly examined and verified by both the parties and considering all the aspects the total price i.e. consideration for the said property is agreed upon at Rs.-----/- (Rupees ----- only), out of above consideration, the party of first part has/have paid a sum of Rs.-----/- being advance on the date of this agreement to sale in the following manners:-

Amount	Cheque No.	Date	Bank

Balance payment of Rs.-----/- is to be paid within 90 days from the date of this agreement.

1. After receiving of full consideration of sell price, the final sale deed is to be executed & registered by the owner and possession will also be given at the time of sale- deed registration.
2. The Purchaser hereby specifically agrees, undertakes and covenants with the owner/developers as follows:-
 - a. The Purchaser has verified and satisfied him self / her self about the title of the owners to the said property.
 - b. The owner/developer has assured the purchaser, that the title to the said property is absolutely clear and marketable and free from all encumbrances, further the owner has not created any charges, mortgage

or any third party right, title or interest or any other encumbrance of any nature in respect of the said property in favor of any other person/institution.

- c. The Purchaser herein shall not be entitled to assign their rights title, interest, claims or benefit, whatsoever except with the written permission of the Owner until the Purchaser has paid in full.
3. Further the ownership right of the said property will be given to the purchaser only after making the full payment of sale price as per the both agreements.

All stamp duty, registration charges, out of pocket expenses and legal fees in respect of this agreement or agreements and final sale deed shall be born and paid by the purchaser only.

In witness whereof the parties hereto have set & subscribed their hands on the day, date and year first hereinabove written.

THE OWNER

WITNESSES

I,
BAAMA CORPORATION

by and through their partner

Mr. Sunil Kumar Doongarmal Jain

THE PURCHASER

2.*****

CONSTRUCTION AGREEMENT

This agreement is made and executed at VADODARA on this.....

Day ofyear 2016.

BETWEEN

..... aged years, occupation-
..... (Panc.....) residing at

..... (Hereinafter referred as THE
VENDEE / PURCHASER) which expression shall mean & include wherever
the context permits, the legal heirs, the executors, administrators,
representatives, nominees and assigns thereof The Party of the First Part.

AND

KAAMA CORPORATION, (Panc: AAUFK 2013 G) a partnership firm having
their office at Opp Sears Towers, Gotri-Sevasi Main Road, Vadodara, by and
through their partner Mr. SUNIL KUMAR DOONGARMAL JAIN, aged
about..... yrs. Occupation-Business, THE OWNER which expression shall
unless it be repugnant to the context or meaning there of be deemed to
include the firm, time to time partners, officers, employees, and legal heirs,
executors, successors, administration, etc. THE PARTY OF SECOND PART.

WHEREAS

The party of second part is absolute owner of non agriculture land of old R.S.
no.11, Block no. 5 polky-2, having Final Plot. no. 4, land area about 2481
sq.mtr. old R.S. no.1036, Block no.6 Final Plot no.5 land area about 140
sq.mtr. totalling land area is 2581 sq.mtr. of Final Plot no.4 & 5 in T.P.
Scheme no.1 at Mouje SEVASI of in the Registration District, Sub-District
and Taluka VADODARA. The said land is herein after referred as THE SAID
LAND in this agreement.

The party of second part purchased the said land of under registered sale
document which is registered with sub registrar office on
dated 25/07/2016 under sr. no.6890 and the said land is also entered in
the revenue records in the name of the second part.

The party of second part has prepared necessary plan for construction through their architects for the commercial project is known as RAAMA EMPORIO and the said plan approved UDA/PLAN-2/ Permission/172/2015 date:31/8/2015 and revised permission no.UDA/PLAN-4/Permission/44/2016 dated:26/10/ 2016 from Vadodara Urban Development Authority and started the construction work of commercial tower in the name of "RAAMA EMPORIO".

N.A. order obtained by The Collector, Vadodara for the above referred entire said land under orders vide no.BP/NA/SA/44/2008-2009, NA /Sec-66/ VASHI/ 951/2009 dated: 02/04/2009.

The party of first part is desirous to purchase a Shop/Showroom /Office no. _____ on _____ floor in "RAAMA EMPORIO" Scheme and the Owner is agreed to sale the Shop/Showroom /Office no. _____ on _____ floor in partly constructed with the rights to complete the balance construction through and by the party of second part RAAMA CORPORATION only under a separate agreement for construction, now called in this agreement THE SAID PROPERTY.

The Party of the First Part and the party of second part mutually decided terms and conditioned for the said premises as under:

The title papers as well as the said property thoroughly examined and inspected by the purchaser and satisfied himself/themselves and clear all the aspects and agreed to purchase the said property, more particularly described in the schedule below.

SCHEDULE

Description of Shop/Showroom /Office no. _____ Floor _____

Property bearing Shop/Showroom/Office no. _____ on _____ Floor admeasuring about _____ sq.mtr built-up alongwith undivided proportionate share in the land is about _____ sq.mtr. with all ownership rights in the "RAAMA EMPORIO" which is situated on land old R.S. no.11, Block no.5 policy-2, having Final Plot no.4, land area about 2481 sq.mtr.

and old R.S. no.1034, Block no.6 Final Plot no.5 land area about 100 sq.mtr. totaling land area is 2581 sq.mtr. of Final Plot no.4 & 5 in T.P. Scheme no.1 in the sim SEVASI in the Registration District, Sub-District and Taluka VADODARA. The said property bounded as under.

East :

West :

North :

South :

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREBY AS FOLLOWS: -

- a. The party of first part desires to complete the construction work of the said Shop/Show Room/ Office and accordingly discussed with the party of second part to complete the construction of the said Property.
- b. Further the party of first part and party of second part discussed and decided to carry the said construction work through the party of second part under the terms and conditions decided between the parties.
- c. The party of second part agreed to complete the construction work of the said Shop/Showroom/ Office as per plans approved approved plans from VADODARA URBAN DEVELOPMENT AUTHORITY as mentioned above.
1. The lump-sum amount for construction work is decided between the parties of Rs...../- (Rupees only) for balance construction work with other owners of the building jointly as per specification and approved plan. Out of above consideration the party of first part paid a sum of Rs...../- by cheque no.....payble at bank and the balance amount of Rs...../- is to be paid by party of first part to the party of second part in following manner.

Details of Payment

25 %	on plinth level
25 %	on slab level
25 %	on completion of masonry work
15 %	on plastering work
10 %	On flooring

2. The party of first part agreed to give the payment as per mutual understanding and or as per demand according the above schedule.
3. The period of completion of the work is about 24 months from the date of this agreement.
4. As the amount for construction is fixed lump-sum, so the party of first part has no right to ask any bills for construction.
5. The party of second part is arranging all labours, contractors, Architect, Engineers, Supervisor at their own cost and risk.
6. The payment schedule as per this agreement is TIME OF ESSENCE of this contract and any delay of payment is liable to pay 24% interest.

In witness whereof the parties hereto have set & subscribed their hands on the day, date and year first hereinabove written.

THE OWNER

WITNESSES

1. _____

RAAMA CORPORATION

by & through its partner

Mr. Sunilkumar Deongarnal Jain

2. _____

THE PURCHASER
