

Agreement To Sell

THIS DEED OF AGREEMENT TO SALE executed at Vadodara on _____st day
_____ 2017

Mr.Nayankumar M. Patel

M/s Status Realty

Purchaser

THE PARTY OF THE FIRST PART

1. _____
Aged: Adult, Occupation: _____, PAN: _____
Residing at: _____
Dist: _____
2. _____
Aged: Adult, Occupation: _____, PAN: _____
Residing at: _____
Dist: _____

(hereinafter referred as THE PARTY OF THE FIRST PART (Purchaser), which expression includes the executee to the Agreement To Sale, the party of the First Part and their legal heirs, successors, executors, assigns etc.)

AND

THE PARTY OF THE SECOND PART

Nayankumar Mohanbhai Patel aged: 64, Occupation: Farmer & Business
Residing at: Chandrika, 12th Road, New India Society, Juhu, Vile Parle
(Western) Mumbai – 400049

(hereinafter referred as THE PARTY OF THE SECOND PART (Land Owner), which expression includes the executee to the Agreement To Sale, the party of the Second Part and their legal heirs, successors, executors, assigns etc.)

THE PARTY OF THE THIRD PART:

Status Realty partnership firm through its administrative

Partner _____
Aged: _____, Occupation: Business
Residing at: _____
PAN NO: ADCFS3351B

(hereinafter referred as THE PARTY OF THE THIRD PART (Builder/Developer), which expression includes the executee to the Agreement To Sale, the party of the Third Part and it's present & future partners and their legal heirs, successors, executors, assigns etc.)

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WHEREAS THE OWNER is absolutely seized and possessed of and otherwise well and sufficiently entitled to Piece or Parcel of Immovable property bearing R. S. No. 73/A & 73/B, consolidated R. S. No. 79 total admeasuring 26362 sq. mtrs. out of that 23125 sq. mtrs. non agricultural land for residential purpose having Atladara - proposed T. P. Scheme no. - 28, Original Plot no. 1, total admeasuring 25102 sq. mtrs., Final Plot no. 1, and as per final plot area admeasuring 22193 sq. mtrs. (238885.45 sq. ft.) of mouje : Atladara in the Registration District Vadodara and Sub District Vadodara.

And

The immovable property bearing R.S. No 81/.A, admeasuring 1753 sq.mtrs.(as per DLR) & 81/B, admeasuring, 1570 sq. mtrs. old tenure agricultural land having Atladara-proposed T.P Scheme no.- 28, original plot no.3/1, admeasuring 1753 sq.mtrs., & O.P No.3/2, admeasuring 1570sq.mtrs., consolidated and given F.P No.3, admeasuring 1994 sq.mtrs (21463.41 sq.ft.) of mouje : Atladara in the Registration District Vadodara and Sub District Vadodara,

And

The property admeasuring 9551.67 sq.mtrs.(102814.17) is a non agricultural land and the property admeasuring 1994 sq.mtrs. (21463.41 sq.ft.) is an old tenure agricultural land, which is consolidated more particularly described in the **Schedule - A** hereinafter written and herein under referred to as said property/said land.

That the owner of the said land i.e. **Nayankumar Mohanbhai Patel** has executed Reg. Development Agreement no. 18213 dtd. 28/12/2016 in favour of **Status Realty a partnership firm through its administrative partner Ravi Jayesh Rao**

So Status Realty a partnership firm through its administrative partner Ravi Jayesh Rao having created interest in the said property. And by virtue of said Development Agreement the Party of the Third Part is authorised to sell the schedule property to the Purchaser & have signed as a developer in the said Agreement To Sale. And the owner has sign in the said Agreement To Sale as and by way of token office consent & authority unto and in favour of Builder/Developer.

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That Collector of Vadodara had issued N. A. Order For Residential Purpose vide no. N.A./S.R./821/2013-2014 & No.Jameen/D/Section-65/Vashi/1604 to 1612/2014 dtd.11/3/2012 for above said property.

That VMSS had issued Development Permission vide no.WARD 6 L161 2017-17dtd. 23/12/2016 for the R. S. No. 73/A& 81/A, consolidated R. S. No. 79 for commercial& residential purpose of mouje: Atladara.

AND WHEREAS Builder/Developer has prepared plans for construction of building according to the said N. A. Order, Development Permission and by viruteof Development Agreement the party of the Third part have organised a Residential & Commercial Scheme named **“Samanvay status 2”**& have started construction of Commercial building & Residential Building in the Schedule-A land.

AND THE PARTY OF THE SECOND PART & THE PARTY OF THE THIRD PART have agreed to sell the Floor Space Index (F.S.I.) pertaining to Unit No. ____ of Tower ____ on ____ **Floor** of **“Samanvay status 2”** Admeasuring **about _____ sq.mtr. carpet area**, which is specifically described in **Schedule - B** to the Purchaser i.e. THE PARTY OF THE FIRST PART by this Agreement To Sale.

Now by this Agreement To Sale witnesses and it is hereby agreed by and between the parties hereto as follows:

1. The Builder/Developer undertaken to sell and the Purchaser undertakes to purchase the said Unit no _____ of Tower ____ on _____ **Floor** which is specifically described in **Schedule - B** at a lum-sum price of Rs. _____ /- i.e. Rupees _____ only.
2. The Purchaser doth hereby agree to pay and discharge the consideration for acquisition of the said property to the Builder/Developer as under.
 - (a) Rs. _____ /- towards an earnest money on the signing of this Agreement To Sale is a part of total consideration of Rs. _____ /- is to be paid by Purchaser to Developer.
 - (b) Rs. _____ /- being the balance payment is to be paid as per agreed schedule.

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3. It is agreed by and between the parties of the First Part i.e. Purchaser & Builder/Developer that further construction on the above Half Constructed Property to be purchased shall be carried out through The Party Of The Third Part i.e. Builder/Developer only. For this purpose a separate construction agreement is executed between The Party of The First Part i.e. Purchaser and The Party of the Third Part i.e. Builder/Developer. The Party of the Third Part i.e. Builder/Developer shall carry out further construction on the above referred Half Constructed Property as per the specifications, lay-out plan & construction permission approved for the project and as per the terms and conditions of the Construction Agreement executed with the Purchaser.
4. That in any case Builder/Developer are unable to construct the said property and in such circumstances the Builder/Developer shall repay the entire earnest money and any other monies collected from the Purchaser to the purchaser without any interest or penalty.
5. The Builder/Developer has given full assurance to purchaser to effect that the rights, title and interest of the property decided to be sold by this Agreement To Sale is clear, marketable, and without any encumbrances.
6. The Builder/Developer have to handover the vacant and actual physical possession of the property decided to be sold by this Agreement To Sale to the Purchaser at the time of Sale Deed.
7. The Builder/Developer have to pay all the taxes etc. of the immovable property, decided to be sold, by this Agreement To Sale for the period upto the date of the Sale Deed and thereafter for subsequent period all the taxes etc. have to be paid by The Purchaser. Still however, if any taxes remain outstanding to be paid for the said property on the date of the Sale Deed the responsibility to pay the same entirely lies on the Builder/Developer.
8. As per the present by-laws of Vadodara Mahanagar SevaSadan, it is necessary to pay full value of property tax and other taxes for 1 year in advance and then only application for obtaining occupation certificate can be filed. The party of the Third Part will intimate the party of the First Part to make such payment on receipt of completion certificate. The party of the First Part agrees to make payment within 7days thereof. If the party of the First Part delays such payment, in that case the parties of the Second Part and the Third Part shall not be responsible for any

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consequences thereof. In case of failure of the same, Interest on the property tax would be paid by the purchaser.

9. That the maintenance for the **Schedule-B** property the purchaser has to pay **RS** _____ /- (Rupees _____) for the maintenance deposit to the Builder/Developer at the time of Sale Deed. And any further maintenance charges if needed then all the co-purchasers of the different Units owner have to bear such maintenance charge in the proportionate amount as decided by the maintenance society or the association.
10. That the Party of the First Part has to pay the betterment charges or any other amenities charges which will be levied by the VUDA/VMSS, Town Planning Authority or any Government Authorities.
11. It is agreed by both the parties of the First Part & Builder/Developer that if any taxes, GST or any other tax payable on the purchase of the property declared by the State Government or the Central Government is applicable at the time of Sale Deed pertaining to Scheduled Property then in such circumstances the Purchaser is liable to pay such taxes to the concern Government Authority.
12. That it is agreed by the parties of the First Part & Builder/Developer that in case of the purchaser is not able to pay entire balance sale consideration to The Builder/Developer then The Builder/Developer shall cancel the said Agreement To Sale and forfeit the entire amount which was paid by the Purchaser. And if the purchaser is ready and willing to pay the entire balance sale consideration to the Builder/Developer within stipulated time and if the Builder/Developer is not ready and willing to execute the Sale Deed/ Conveyance Deed/Transfer Deed for the subject property in favour of the purchaser, then the Party of the First Part shall be at liberty to seek specific performance of the contract against the Builder/Developer only subject to Vadodara Jurisdiction only.
13. The Purchaser has to incur all the expenses for necessary stamp, for execution of the deed, registration fees, drafting fees, and all other incidental expenses.
14. Nobody has any right, title interest on the Schedule Property, still however if anybody shall come forward, creating dispute/obstruction then the Builder/Developer shall remove the same at his cost.
15. This Agreement To Sale is executed for the sale of the Schedule – B property between the Party of the First Part and the Party of Third Part only and both these parties indemnify the Party of the Second Part for and against any delay, damages,

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penalty, Taxes, GST or any other tax payable on the purchase of the property declared by the State Government or the Central Government is applicable at the time of Sale Deed pertaining to Scheduled Property and for any other claim of whatsoever nature related to the said property.

16. In case of cancellation, the cancellation fees along with incidental charges are to be borne by the purchaser who intends to cancel the booking of his/her said unit/units. The refund amount shall be given only after allotment of the said unit to the new allottee and after receiving full due payment from new allottee. And any tax liabilities towards the unit/units shall be deducted from amount paid by the purchaser towards the unit. It is agreed all expenses of registration of cancellation of agreement shall be borne by the purchaser i.e the party of the First Part.
17. In case of cancellation of the said unit/units, if any changes in the unit are executed on request of the purchaser, cost of changes will be borne by the purchaser and on account of such changes, if any further expenses are incurred to bring out the unit in its original design/layout such expenses will also be deducted from the amount to be paid towards cancellation.

SCHEDULE - A

Immovable property bearing R. S. No. 73/A & 73/B, consolidated R. S. No. 79 total admeasuring 26362 sq. mtrs. out of that 23125 sq. mtrs. non agricultural land for residential purpose having Atladara - proposed T. P. Scheme no. - 28, Original Plot no. 1, total admeasuring 25102 sq. mtrs., Final Plot no. 1, and as per final plot area admeasuring 22193 sq. mtrs. (238885.45 sq. ft.) of mouje : Atladara in the Registration District Vadodara and Sub District Vadodara.

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The property admeasuring 9551.67 sq.mtrs.(102814.17) is a non agricultural land and the property admeasuring 1994 sq.mtrs. (21463.41 sq.fts) is an old tenure agricultural land, which is consolidated more particularly described in the **Schedule - A** hereinafter written and herein under referred to as said property/said land. Which is collectively bounded as under:

On or towards the East by	- 30Mtrs. Wide road.
On or towards the West by	-Reamiang land of R.No. 79 & F.P No.1 paiki
On or towards the North by	- 40 mtr Wide Road
On or towards the South by	- R.S. No. 75 & F. P No.2

SCHEDULE - B

THAT THE PARTY OF THE SECOND PART as owner of the above said property & the Builder/Developer have developed residential & commercial Scheme named “**Samanvay Status 2**”& constructed Commercial building & Residential Building AND the Owner have sold the Floor Space Index (F.S.I.) pertaining carpet area _____ to Unit No. _____ of Tower _____ on _____ **Floor** and _____ **sq.mtr.** Proportionate land to the Purchaser i.e. THE PARTY OF THE FIRST PART by this Agreement For Sale.

On or towards the East by	-
On or towards the West by	-
On or towards the North by	-
On or towards the South by	-

Mr.Nayankumar M. Patel

M/s Status Realty

Purchaser

We have executed this Agreement To Sale at our sweet will, without any coercion/pressure whatsoever of any body after reading it, after understanding it, after thinking about it, which is acceptable to and binding upon us and our lineases, guardians, heirs, successors, partners, executors, administrators, etc.

IN WITNESS WHEREOF the parties hereto have executed this Agreement for Sale on the date first herein above mentioned at Vadodara dated _____ 2017

Signed, sealed and Delivered by
within named the Land owner
and the Party of Second Part,

NayankumarMohanbhai Patel

Signed, sealed and Delivered by
within named the Builder/
Developer
andthe Party of Third Part,

Witness:

Status Realty a partnership firm
throughit’s Administrative Partner