

Agreement To Sale

**This AGREEMENT for Sale is Executed on day of , Year :
2022 by and Between :**

THIS AGREEMENT TO SALE IS EXECUTED IN FAVOUR OF YOU FIRST

PART :

PURCHASER / BUYER :

Name:

Aged about: _____, By Caste: _____,

Occupation: _____

Address: _____,

PAN No. _____

**Aadhar No. _____ Party of the First
Part**

AND

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

SELLER.

**GAP ASSOCIATES PVT. LTD. THROUGH IT'S AUTHORISED DIRECTOR
AMBRISHKUMAR THAKARSHIBHAI PARJIYA**

Aged about: 42 years, By Caste: Hindu,

Occupation : Business,

**Address : A/404, Tirupati Plaza, N/r, Collectrate, Athwagate, Surat, Gujarat-
395001.**

PAN No.(Company) : AAF CG 7585 G

**Aadhar No. (Director): 9134 6386 3439 Party of the Second
Part**

Whereas we second party hereby inform by writing this agreement to sale to you

first party:-

RERA Number:

Nature of Document	Name of Village	Survey No.	Plot Number	Admeasuring Sq.mts.
Sale Agreement	MUNDI	F.P. No.- 198, T.P.S. No.-2/A, New Survey No.211		

Seller:

Purchaser :

That the property bearing **PLOT NO.....** admeasuring total Sq.mtrs (Sq.yard)

comprising of Sq.mtrs Plot area alongwith sq.mtrs undivided share in common roads and common plots of society situated in the campus known as **“GAP INDUSTRIAL PARK-1”** in the underneath land of the said total Non-Agricultural land comprising of, **Final Plot No 198 i.e. 30,706 Sq.mtrs. (approx 36,724.38 Sq. yards)** of **T.P. Scheme No. 2-A (Industrial Zone)**, of **Dholera Special Investment Regional Development Authority** having Old Revenue Survey No. 140, **New Revenue Survey No.211** i.e. 62,539 Sq.mtrs and having Value (Aakaar) – Rs. 7.73 of Village- **MUNDI**, 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, occupier and possessor of the said property and have a total right to make its arrangements, administration and authority to sell the aforesaid property.
2. An online application dated 25.02.2021 was moved for converting Agricultural land admeasuring 31,269.50 Sq.Mtrs out of total Land admeasuring 62,539 Sq.mtrs to Non-Agricultural land considering which an order was passed by District Collector Ahmedabad vide order No. 22/07/13/060/2022. Dated 01.01.2022 converting the said land to Non agricultural for industrial purpose.

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3. In the land on which project is organized bearing Final Plot No. 198 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/723/332 Dated: 10/03/2022.
4. The Non Agricultural land bearing Final plot No. 198 on which the said project **“GAP INDUSTRIAL PARK-1”** is organized the Second party have registered the Project under the provisions of the Real Estate Regulatory Authority Act at PR / GJ / AHMEDABAD / DHOLERA /DSIRDA/...../.....) dated ..-...- 2022.
5. The Land on which the scheme **“GAP INDUSTRIAL PARK-1”** is organized 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.
6. The property which is mentioned hereunder in scheduled is decided to be sale for a total consideration of **Rs...../-which includes 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.
7. The first party has paid advance payment of **Rs...../- (Rupees**

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..... only) as a part consideration only to the seller and seller hereby acknowledge the receipt thereof.

8. And the Balance Amount **Rs...../- (Rupees only)** 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 Rs.....will be paid prior to execution of Sale Deed.
9. That the sale consideration is as per the existing Jantri value decided by government and due to any reason if Jantri value increases 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.

10. CANCELLATION BY THE PURCHASER/ALLOTTEE:

- 10.1 5 % of the plot value will be deducted if the cancellation is done after making registered agreement.
- 10.2 10% of the plot value will be deducted if the cancellation is done after 150 days of the booking or payment of 40%.

11. STAMP DUTY AND OTHER CHARGES :

Sale Consideration decided for the Scheduled property, does not include the responsibility to obtain water connection, drainage connection, telephone connection, electric connection, 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 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

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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, and other taxes including GST 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.

12. The execution of sale deed and handing over possession of the Scheduled Property to first party shall be on or before 31.12.2025 only after complete payment made by the first party and subject to any uncontrolled circumstances arises due to war, natural calamities, strikes etc. or any order by government or other competent authorities.

13. DECLARATION AND UNDERTAKING BY DEVELOPER ;

13.1 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.

13.2 Second party have obtained all required permissions to developed the land on which scheme is organized and further if any permissions required to complete the said scheme will be obtain by second party.

13.3 That there is no Suit or any legal proceedings existed on the Scheme land.

13.4 That every permission obtained with regard to the said scheme have been obtained following due process of law and hereby

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undertakes that even in future all permissions will be obtain after following required procedure as per law.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

14. FIRST PARTY OR ALLOTTEES HEREBY UNDERTAKES :

14.1 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

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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.

14.2 The First party shall use the said property for Industrial 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.

14.3 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.

14.4 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.

14.5 In future when there will be any need for formation of any registration of Society/ Association/ Limited company or any other committee for common amenities, etc. for maintenance, Allottee will have to sign on necessary papers and application and will cooperate in all the manners in formation of all such society, association, limited company.

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14.6 Allottee will follow the rules and regulations since the time of implementation of the Society, Association, limited company and any other institution and if any amendments are made in such rules and regulations, then for the protection and maintenance of the said scheme, you will obey the same. All the rules and regulations framed by the local authorities or the Government will have to be followed. All the terms and conditions which may be decided by the Society, Association, Limited Company and other institution shall have to be followed; and the fund or tax, amount of expenses and other payable amount also shall have to be paid regularly.

14.7 Allottee have to bear in mind that if in future, any betterment charge or any other charge is imposed by the Government, DHOLERA SIR AUTHORITY or local institutions on the said land, the same will have to be borne by allottee as per his share without raising any objection or dispute. Allottee has given your consent in that respect and you are bound by the same.

15. DEFAULTS:

15.1 That Cheque payments will be considered subject to its realization and in any case said cheques gets dishonored then Allotter (Seller) will be entitled to get the penal interest at 12 % from its due date till the actual payment made by the Allottee (Purchaser) and bank charges paid for such dishonor.

15.2 (a) In the event if Allottee make any delay or default in payment of any one or more of the installments or any other amounts due and payable under this Agreement, whether formally demand or not, OR commit breach or violation of any of the terms and conditions

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hereunder, the Promoter shall at its option be entitled to take one of the following actions.

(i) To recover the balance amount with the interest at rate of (MCLR+2%) per annum for the delayed period (not mandatory on the part of the Promoter).

(ii) 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 from first party beyond that the second party will have all the rights to cancel the present agreement.

(iii) To cancel this Agreement and reservation of the Said Plot without any further writing and forfeit the 30 % of total amount agreed to be paid by the Allottee referred to in Para (6) hereinabove and return the balance amount if any to the Allottee without interest. Provided that the Promoter shall give 15 (fifteen) days notice to the Allottee by Registered AD at the Address provided by the Allottee or at E-mail address of the Allottee for its intention of termination. It has been agreed and accepted by the Allottee that in such event of cancellation, formal letter of termination issued by the Promoter, the Promoter shall be treated and considered as the legal Agreement of cancellation of this Agreement by both the parties and thereupon the Promoter shall entitled to deal with or dispose of the Said Plot in the manner the Promoter may deem fit and proper and further the Allottee shall have no claim of any nature whatsoever against the Promoter or the Said Plot or any part thereof, or otherwise in upon or to the Said Land or the Said Project. The Allottee without prejudice to what

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has been stated hereinabove, hereby authorize the Promoter as his/her/their/its constituted Attorney to execute Agreement of Cancellation in the event of default committed by the Allottee as stated above. This is without prejudice to the other rights and remedies available to the Promoter under this Agreement or under any law for the time being in force. It is further agree and understood by the Allottee that upon cancellation of this Agreement, the balance amount if any, to be repaid by the Promoter shall be paid only after the Said Unit is disposed of by the Promoter to other Allottees and sale consideration is received from such new Allottee/s.

(b) (i) If the Promoter fails to abide by the time schedule for completing the project and handing over the [Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of MCLR+2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of MCLR+2% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

(ii) Provided that the promoter shall be entitled to reasonable extension of time for giving delivery of property on the aforesaid date, if the completion of development in which the property is to be situated is delayed on account of:

1. Force majeure conditions, like war, civil commotion, or act of God or any other.

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2. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
3. Any concerned competent authority/ies, refusing, withholding, denying, delaying the grant of necessary approval, or revoke, cancel, or suspend the approvals already granted for the said project.
4. Any matters, issued relating to such approvals, permissions, notice, notification by the competent authority/ies becoming subject matters of any suit/writ before a competent court or;
5. Any situation or circumstance or event beyond the control of promoter.

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 etc. 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 get cleared by the seller. The seller does hereby covenant with the purchaser that the said property

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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 shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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. SERVICE SOCIETY :

That with respect to **“GAP INDUSTRIAL PARK-1”** 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

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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 the required permissions on the said land are 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.

25. In the said land over and above which the **“GAP INDUSTRIAL PARK-1”** 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

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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.

26. The Booking letter vide no..... dated:.....issued by the Vendor and the terms described therein will also be considered to be part of this agreement.

27. 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.

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

DESCRIPTION OF THE PROPERTY DECIDED TO SELL

All right, title and interest in the immovable property bearing **PLOT NO.....** admeasuring total Sq.mtrs (.....Sq.yard) comprising of Sq.mtrs Plot area alongwith sq.mtrs undivided share in common roads and common plots of society situated in the campus known as “**GAP**”

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INDUSTRIAL PARK-1” in the underneath land of the said total Non-Agricultural land comprising of, **Final Plot No 198 i.e. 30,706 Sq.mtrs. (approx. 36,724.38 Sq. yards)** of **T.P. Scheme No. 2-A (Industrial Zone)**, of **Dholera Special Investment Regional Development Authority** having Old Revenue Survey No. 140, **New Revenue Survey No.211** i.e 62,539 Sq.mtrs and having Value (Aakaar) – Rs. 7.73 of Village - **MUNDI**, 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.

Here_____Signature

There_____Witness

GAP ASSOCIATES PVT LTD.
THROUGH ITS AUTHORISED DIRECTOR

AMBRISHKUMAR THAKARSHIHBHAI PARJIYA

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THIS SALE AGREEMENT EXECUTED BY SELLER

SECOND PART / SELLER:

GAP ASSOCIATES PVT LTD.

THROUGH ITS AUTHORIZED DIRECTOR



Ambrishkumar Thakarshibhai Parjiya

First Party Purchaser



.....

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