

AGREEMENT TO SALE

THIS AGREEMENT TO SELL is executed on _____-2015 by the Party of the First Part Vendor:

Suramya Living Space, a partnership firm through its authorised partner **Mr. Vipul Jamnadas Dharsandia**, Aged- 42 years, Occupation: Business, Address of partnership firm at 401, Kishan Harmony, 8, Rajnagar Society, Akota, Vadodara. (Who hereinafter in present agreement to sale shall be referred to as the **Vendor** the Party of the First Part which expression would mean and include the Party of the First Part Vendor themselves and their heirs, successors, assignees, etc.) **The Party of the First Part.**

AND

IN FAVOUR OF

_____, Aged-____ years, Residing at _____, Vadodara. (who hereinafter in the present agreement to sale shall be referred to as the Purchaser The Party of the Third Part which expression in its true meaning of words shall mean and include The Party of the Third Part Purchaser himself, and their heirs, successors, assignee, etc.) **The Party of the Second Part.**

The present Agreement to Sale is executed by the Party of the First Part Vendor with the Purchaser i.e. party of the second part upon our sole willingness that:

WHEREAS the Vendor i.e. party of the First part are the absolute OWNER of the property bearing hereinabove.

That, the land admeasuring 1300.63 sq.mtrs of Plot No. 3-A on northern side AND land admeasuring 1300.63 sq.mtrs of Plot No. 3-B on **southern** side i.e. total 2601.26 sq.mtrs of land bearing Revenue Survey No. 277/3, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 11400 sq.feet, Revenue Survey No. 277/4, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 10784 sq.feet, Revenue Survey No. 277/5, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 856 sq.feet, Revenue Survey No. 277/6, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 7600 sq.feet i.e. consolidated total area admeasuring 38344 sq.feet i.e. 3563.57 sq.mtrs in village Akota, In Registration District Vadodara, Sub-District Vadodara, is of the ownership of party of the first part.

AND WHEREAS, necessary construction permission is issued by Vadodara Mahanagar Seva Sadan vide Construction Permission No. Ward-6/HB-12/2015-2016 dt. 11-09-2015 and on the basis of the same the owners

have organized scheme of flats titled as “**SURAMYA ALTIS**” in the Schedule land AND sanctioned maps for the same.

Thus, the party of the first part i.e. M/s. Suramya Living Space a partnership firm, has organized the scheme of flats on the Schedule land, containing flats and pent houses, as per approved plan vide Development permission referred to above, the developer has constructed the schedule property and in the said scheme unfinished structure together with proportionate floor space index for the **FLAT NO. ____ on ____ Floor of Tower-____**, more particularly mentioned in the schedule hereunder, is agreed to be sold by the vendor to the purchaser in total consideration i.e. sale price of Rs. ____/-, and therefore, the present Agreement to Sale is executed by the Vendor agreeing to sell the Schedule flat/property in favour of Purchaser as per recitals made hereinafter:

NOW THIS AGREEMENT TO SALE WITNESSES AS UNDER:

Flat No	Flat No.
Floor	_____ Floor
Tower	
Built up Area	_____sq.feet
Total Sale Consideration	Rs. xxxxx/-
In Words	_____Only

1. That, it is specifically agreed between the parties hereto that, the aforementioned total agreed sale price of Rs. xxxxx/- for the schedule property will be paid by the purchaser i.e. party of the second part to the party of the first part i.e. vendor. As per the terms agreed between the parties hereto, the Purchaser i.e. party of the second part have paid an amount of **Rs. _____/- (Rs. _____only)** towards earnest money cum part sale consideration vide Cheque No. _____ dated _____ drawn on _____ Bank, _____, Vadodara to the party of the first part i.e. Vendor. The Vendor herein acknowledge and admit receipt of the said amount of earnest money to have been received by them.
2. It is also agreed between the parties hereto that, the balance sale consideration shall be paid by the Purchaser to the Party of the first part, as per the terms agreed by the purchaser i.e. party of the second part with _____ months from execution of present agreement to sale. This stipulation being essence of contract, the same shall be adhered to strictly by the Purchaser i.e. party of the second part. Thereafter, the Vendor i.e. party of the first part shall execute the sale deed in favour of the Purchaser.

3. If the Purchaser fails to make the balance payment as agreed under this Agreement and/or as per the memorandum of understanding/allotment letter and/or terms agreed otherwise, the Vendor shall be entitled to cancel this Agreement and forfeit the earnest money. It is also agreed between the parties here to that the separate construction agreement has been executed by purchaser in favour of the party of first part, the purchaser will have to adhere to the terms and conditions agreed upon in the said construction agreement, and the construction to be done only through the party of the first part, and in case of non compliance of any of the terms and conditions of that construction agreement will amount to cancellation of present agreement to sale also.
4. That, the purchaser i.e. the party of the second part shall have to abide and observe all the terms and conditions that may be stipulated in the present agreement to sale and sale deed to be executed.
5. The sale price as mentioned hereinabove is excluding price/cost/charges for the terrace rights. It is expressly agreed between the parties hereto, that all the rights i.e. Ownership and/or possessory rights of the terrace of the said SURAMYA ALTIS, will remain with the Vendor, and the purchaser will not have any right, title, interest and right of usage and occupation in any other manner in respect of the terrace of the said SURAMYA ALTIS.
6. That, the Vendor and/or developer are going to form association/society for maintenance of the scheme, and the Purchaser has to become member and to pay One Time Permanent Maintenance Fund separately, for maintaining the common infrastructure services/facilities provided in the aforesaid scheme one month before handing over possession. The Purchaser will have to pay any proportionate additional amount towards Permanent Fund if found necessary in future to the Vendor, developers or the Association or Society formed for taking care of the complex, in which the Purchaser shall not raise any dispute or objection in future. With this clear cut understanding, the present agreement to sale is executed.
7. The Purchaser as well as other co-occupants of the flats shall not have a right to change the name of the residential complex, nor shall have any right to make any change the front elevation, doors, windows, color scheme, displaying boards on the outskirts or terrace. The **“SURAMYA ALTIS”** is constructed on frame structure and hence, Purchaser as well as other occupants/flat OWNER shall not have a right to make any change in the frame structure and but can make necessary repairs that may required to be carried out in future in common slab/walls/windows as also in the service lines between two

flats shall be carried out by the respective flat owner with the adjacent co-owner/occupant with mutual understanding, cooperation and common expenses by sharing the cost of repairs proportionately between him. With this specific and clear-cut condition, the present Sale Deed is executed.

8. That the land on which the immovable property being flat/Flats is constructed is of the Ownership, possession and enjoyment of the Vendor, the Party of the First Part herein, except them, no one has any right, title, concern and interest in the said property. The said property was purchased by the Vendor vide a Registered Sale Deed referred to above and no right of maintenance of any body else is being maintained in the said property. The said land property is not sold, gifted, mortgaged, agreed to be sold by executing Agreement to Sale or writing of any other nature in favour of any body else, nor it has been the subject matter of legal proceedings in which order of attachment of any court is in force nor any such notice is served on the Party of the First Part, and it has been taken under the attachment by any body else nor it is covered under reservation of any nature or acquisition proceedings nor any notice to the effect not to sale the said property to any one has been issued or served on the Vendor herein nor any injunction order has been issued from any Court or revenue authority and no such order is existing at present. That the titles of the subject property are clear, marketable and free from all encumbrances and that the Vendor, have full competence, power and authority to sale the same. By giving such an assurance and trust, the property as described in the schedule written hereinabove is agreed to be sold vide execution of present Agreement to Sale in favour of the Party of the second part Purchaser. In spite of the same, if any one comes forward claiming any right, title, claim or interest over the same, after execution of sale deed, then in that case, the Vendor the Party of the First Part undertakes to take the responsibility to remove all such hurdles at their cost. If the party of the First Part, are unable to remove such hurdles and the Purchaser is occasioned to remove the same, in that case, the Party of the First Part, shall be responsible to pay all expenses and damages.
9. It is also agreed between the parties hereto that, If the Purchaser intend to obtain loan for purchasing the scheduled property, the Purchaser may obtain the Title Clearance Certificate afresh of necessary through independent Advocate/Solicitors, at his/her/their cost and risk for which the party of the first part shall extend necessary co-operation by providing copies of documents.

10. The vacant and physical possession of the scheduled property shall be handed over by the Vendor to the Purchaser at the time of execution of Sale Deed or upon making full payment of sale consideration.
11. All the revenues, cess taxes, outgoings etc., relating to the property agreed to be sold vide execution of present Agreement to Sale till date of execution of sale deed shall be paid by the Vendor and/or Developers and after execution of sale deed, all such revenues, taxes, cess. Outgoings, etc. shall be borne and paid by the Purchaser.
12. The requisite stamp for the present Agreement to Sale, Sale Deed, Registration Fee, Scribe Charges, etc. all expenses shall be borne and paid by the Purchaser and if any additional stamp duty amount is required to be paid in future according to the prevailing Stamp Act provisions as well as penalty is imposed, the responsibility to pay the same shall be that of the Party of the First Part Purchaser.

SCHEDULE

A Flat No. ____ on ____ Floor of Tower-____ having **built up area (F.S.I) of _____ Sq.mt**, said property is situated in **PROJECT- SURAMYA ALTIS** constructed on land admeasuring 1300.63 sq.mtrs of Plot No. 3-A on northern side AND land admeasuring 1300.63 sq.mtrs of Plot No. 3-B on southern side i.e. total 2601.26 sq.mtrs of land bearing Revenue Survey No. 277/3, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 11400 sq.feet, Revenue Survey No. 277/4, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 10784 sq.feet, Revenue Survey No. 277/5, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 856 sq.feet, Revenue Survey No. 277/6, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 7600 sq.feet i.e. consolidated total area admeasuring 38344 sq.feet i.e. 3563.57 sq.mtrs in village Akota, In Registration District Vadodara, Sub-District Vadodara. Said Flat No. ____ on Floor of Tower- ____ in “SURAMYA ALTIS” is agreed to be sold to The Party of the second Part. Said property is bounded as under.

East :

West :

North:

South:

The present Agreement to Sale is written by the Vendor willingly, after reading, understanding, in complete awareness, with cleaver state of mind, which is and shall be acceptable and binding to the parties, their heirs, successors. In witness whereof, the parties have subscribed our signatures in presence of witnesses in proof of the same.

Suramya Living Space, a partnership firm
through its authorised partner

Mr. Vipul Jamnadas Dharsandia
OWNER/VENDOR
(The party of the first part)

WITNESSES

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is executed on _____ by and between the undersigned parties:

Mr. _____ aged adult, Occupation: service, residing at _____) being the purchaser of scheduled property, the Party of the First Part;

AND

Suramya Living Space, a partnership firm through its authorised partner Mr. Vipul Jamnadas Dharsandia, Aged- 42 years, Occupation: Business, Address of partnership firm at 401, Kishan Harmony, 8, Rajnagar Society, Akota, Vadodara, who hereinafter in the Agreement shall be referred to as the Contractor/Developer, the Party of Second Part which expression would mean and include the said firm of Contractor/Developer, the Party of Second Part itself, its partners from time to time and their heirs, successors, assignees, etc.

WHEREAS, the Party of the First Part herein is the purchaser of/has acquired rights to purchase the property, being **FLAT NO. 000** on ____ Floor having **built up area (F.S.I) of _____ Sq. feet**, said property is situated in **PROJECT- SURAMYA ALTIS** constructed on land admeasuring 1300.63 sq.mtrs of Plot No. 3-A on northern side AND land admeasuring 1300.63 sq.mtrs of Plot No. 3-B on southern side i.e. total 2601.26 sq.mtrs of land bearing Revenue Survey No. 277/3, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 11400 sq.feet, Revenue Survey No. 277/4, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 10784 sq.feet, Revenue Survey No. 277/5, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 856 sq.feet, Revenue Survey No. 277/6, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 7600 sq.feet i.e. consolidated total area admeasuring 38344 sq.feet i.e. 3563.57 sq.mtrs in village Akota, In Registration District Vadodara, Sub-District Vadodara, is agreed to be purchased by the Purchaser vide a Agreement to Sell and accordingly, the Purchaser has acquired rights to purchase for the said flat. For making the remaining construction of the aforesaid flat, above unfinished construction up to slab level as per necessary Construction Permission already obtained and maps sanctioned for causing a construction from Vadodara Mahanagar Seva Sadan, as stated in the Sale Deed, this agreement is executed.

THIS AGREEMENT WITNESSES AS UNDER:

(01) That remaining construction is to be made by the Contractor/Developer for total price of **Rs. _____/- (Rs. _____ only)** towards cost of the said construction as per the estimate, guidelines and specifications provided by the Contractor/Developer to the Owner/purchaser. That, as per the terms agreed between the parties hereto, the first part has paid an amount of

Rs. _____/- (Rs. _____ only) by cash/cheque to the party of the second part. The party or the second part herein acknowledge and admit the receipt of said amount. The remaining amount of **Rs. _____/- (Rs. _____ only)** will be paid by the purchaser i.e. party of the first part to the party of the second part i.e. contractor/developer within a period of 12 (twelve) months from the date of execution of this construction agreement.

- (02) The construction is to be made under the present Agreement for a total amount of construction for the owner/purchaser, and the owner/purchaser has to make the payment thereof completion of construction and handing over possession.
- (03) The owner/purchaser has handed over actual and physical possession of the scheduled flat to the Contractor/Developer for completing the remaining construction, which possession has been taken over by the Contractor/Developer accordingly. Further, it is agreed mutually that the possession of the said flat will remain with the Contractor/Developer till the remaining entire work is made and completed by the Contractor/Developer and entire cost of construction is paid by the Purchaser to the Contractor/Developer and the Purchaser shall not claim possession during the intervening period or upon non-payment of entire cost of construction and One Time Permanent Maintenance Fund.
- (04) It is agreed between the parties that the remaining construction of schedule flat will be completed by the Contractor/Developer within a period of 18 (Eighteen) months However, if the construction could not be completed within the aforesaid time schedule, due to any obstructions external circumstances beyond the control of the Contractor/Developer, in that case necessary extension in the time limit shall have to be made by the contractor/developer.
- (05) It is agreed between the parties that the Purchaser shall strictly adhere to the payment schedule as agreed hereinabove. If the purchaser commits default or commits breach of payment schedule in that case, the purchaser shall have to pay to the Contractor/Developer the damages by way of an amount of concerned installment along with interest at the rate of 18% on the same, over and above the amount of installment.
- (06) In the aforesaid cost of construction, the taxes/charges as applicable from time to time levied by the CONCERNED authorities such as Municipal Corporation or any other Government or Semi Government organizations are not included, all such taxes, service tax, other charges shall have to be paid separately by the purchaser at the relevant time upon intimation by the Contractor/Developer.

- (07) The charges/expenses from the main line up to the said flat property relating to connecting water, drainage, electric connections levied by the Municipal Corporation and/or that of the Madhya Gujarat Vij Company Ltd. shall be borne by the Party of the purchaser separately. The Contractor/Developer shall have to obtain written sanction and No Objection Certificate from the purchaser for making the works like electricity, water and other extra works.
- (08) Upon making complete payment by the Purchaser and completing the construction, the Contractor/Developer is bound to hand over the possession of the flat property. **The exclusive possession of the property shall remain with the Contractor/Developer so long as the construction is completed and complete amount of Construction Agreement, complete amount of Sale Consideration, Complete Amount towards Extra Work, Complete Amount towards Life Time Maintenance and all other Taxes are not paid.**
- (09) The Purchaser shall not be entitled to ask for the possession of during the intervening period. Same way, the Purchaser shall not be entitled to terminate this agreement and execute fresh construction agreement with any body else. If any loss is sustained due to committing breach of this agreement, the concerned party shall be held responsible for the same.
- (10) If there is any objection or suggestion with regard to the remaining construction being carried out by the Contractor/Developer then the purchaser shall intimate to the Contractor/Developer during the progress of the work. No objection or suggestion or dispute any nature will be entertained later on.
- (11) If any difference arises between the Parties relating to the construction or in the matter of interpretation of this agreement, the same is to be settled mutually without resorting to legal action. However, the solution could not be arrived at then it shall be resolved through arbitration. The architect of the said scheme OR the Legal Adviser of the Contractor/Developer shall act as arbitrator. The decision of the arbitration shall be binding to both the parties.
- (11) The Contractor/Developer shall make the remaining construction as per approved maps for construction. However, if the Purchaser intends to make change, in that case, the purchaser is bound to pay the additional expenses. Whatever expenses towards the additional work is determined or agreed, the same shall have to be paid by the purchaser to the Contractor/Developer separately in advance besides the aforesaid agreed installments.
- (12) If the purchaser intends to obtain loan from Bank, or any other financial institution, company, Bank the Contractor/Developer shall extend necessary cooperation for providing estimates, receipts, etc. at the cost and risk of the purchaser.

(13) The Purchaser is bound to cause the construction on the aforesaid conditions of the flat as per specifications appended/agreed and the guidelines of construction and approved permissions/maps and the Purchaser is bound to get the construction made as per the conditions of this Agreement and is bound to pay the timely installments as per aforesaid schedule and in token of proof for agreeing and accepting to the aforesaid conditions by both the parties, this agreement is made which is acceptable, binding and agreeable to both the parties, their heirs, successors, assignees, transferees, etc. and if any of the party commits breach to act accordingly, the responsibility for all the expenses and that of the result shall be that of the defaulting party.

This Agreement as aforesaid is made by both the parties upon understanding, after reading and thinking, in sound state of mind and body, in cleverness, which is and shall remain binding, acceptable and agreeable to all of us, our partners from time to time, their heirs, successors, assignees, attorneys, administrators, etc.

**Signed and delivered by the
Purchaser/s:**

**Signed and delivered by the Contractor/Developer
Suramya Living Space, a partnership firm
through its authorised partner**

Mr. Vipul Jamnadas Dharsandia