

Agreement to Sale (Banakhat) of an immovable property being

Plot No. in the scheme known as 'Royal Lifes'

This Agreement to sale (Banakhat) executed on
_____ by the **WRITERS, PARTY OF THE FIRST PART, The
Developers**

M/s Makhija Infrastructure Pvt Ltd, address 1, Royal Pearls, Opp.Vemali
Talav, B/h M S Hostel, Sama Savli Road Baroda through its Officer in
Charge Shri **Deepak / Sunil Assandas Makhija** aged adult, occupation
service, business residing at Baroda.

(who hereinafter in the present agreement to sale shall be referred to as the party of the First part, which expressions shall unless repugnant to the context and meaning thereof shall mean and include the said company and its present directors and directors from time to time, administrator, etc)

And

Agreement to Sale executed in favour of the party of the Second part:

Proposed PURCHASER:

Shri/Smt _____, aged about adult, occupation
Service / Business

residing at . _____

(who hereinafter shall be referred to as the proposed purchaser – the Party of the Second Part), which shall be unless repugnant to the context and meaning thereof include the said purchaser himself, his heirs, successors, assigns, administrator, etc.)

The present agreement to sale is executed in favour of the party of Second Part by the Party of the First Part upon their willingness as under.

1) The party of the first part, Owners/Developers herein are in possession and enjoyment of the subject property being Survey/Block No. 52B/1 paikiMojeJesangpura, Dist and sub dist Vadodara, TalukaWaghodiya admeasuring 24318 sqmt. The present Owners/developers, the party of the First Part are the legal Owners in possession and enjoyment of the said immovable property vide Registered Sale deed No. 960 dt. 05.05.2014 Executed by land owners Shri BharatbhaiKanjibhai Patel and others. And according by the name of the

party of the first part is mutated in revenue records vide entry no. 938 date.17-6-2014.

2) The Vadodara UrbanDevelopment Authority has issued Building permission vide No. UDA/Plan-2/52/135/201 date 10.04.14

The Collector , Vadodara has issued Non Agricultural permission vide order No. NA/SR/536/2013-14 NO. JAMIN-D-KALAM 65/VASHI/190 TO 199/13 DT. 15.01.2014

3) The party of the First Part, Owner / Developers by virtue of the Said register Sale Deed have a right to sale and register members in the project has put up the Scheme of Duplex/Flats/Plots etc in the name of “Royal Lives” on the said Land.

Out of the aforesaid immovable property, the property as shown In the schedule written hereunder is agreed to be sold by the Owners/Developers In favour of the party of the Second Part for a sale consideration of **Rs.** _____ (rupees _____only) consisting of and the party of the second part has paid **Rs.** _____as under :

Amount	Cheque No./cash	Bank	Branch	Date

towards booking amount which is received by the Party of the First part. The balance amount is to be paid within 2 years as per Stage of Contruction before executing Registered Sale Deed in favor of the party of the Second Part.

6) The physical possession of the property shall be handed over to the party of the Second part after full and final payment of consideration at the time of Registered Sale Deed and after one month of completion of all payments.

7) The construction of the Duplex/ Flats has to be done as per Building plan as approved by the local authorities. In case need arises , the party of the first part reserves the right to get revised building permission fromVUDA/Vadodara MahanagarSevaSadan and make necessary corrections/modification and changes or revision etc in the whole or part of the Sanction plan the party of the second part shall be bound to adhere to such revised plan with this clarification this agree to sale is done.

8) The party of the first part is liable to make payment of local taxes (Vera), light bill etc pertaining to the property described hereunder till the date of sale deed. After sale deed is done, these local taxes and light bill etc shall be borne by the party of the second part.

9) Stamp duty, registration fees, advocates fees etc pertaining to Registered Sale Deed favoring party of the third part shall be borne by the party of the second part.

The consideration mentioned above is towards plot only and cost of construction and other costs such as Maintainance Deposit, Development charges, Life time Maintenance ,Services Tax etc shall be borne by the

party of the second part, the purchaser over and above the consideration mentioned above.

The titles of the said immovable property, as per the Title Clearance Certificate, are clear and marketable and we the vendors have competence, right and authority to sale the same, by giving such an assurance and trust, the present agreement to sale is executed for the property sold vide these presents and described in the schedule written hereunder.

SCHEDULE OF PROPERTY

An immovable property, Situated, Lying and being in registration district and sub district of Vadodara, TalukaWaghodia, in MoujeJesangpura Bearing Survey/Block No.52B/1 paiki admeasuring around 24318 sqmt In which project of Duplex/Flats/Plot is going on with the title **“Royal Lifes”** out of which **Duplex No-**_____admeasuring Plot Area **sq.mtr** and along with **sq.mtr.** undivided proportionate land of common plot and internal roads with a right to use, common plot, common passage, internal road, parking etc is agreed to be sold vide present of agreement to sale deed The boundary of the property is as under:

EAST :

WEST :

NORTH :

SOUTH :

The present agreement to sale is written and executed by the writers, vendors upon our sole willingness, after reading, understanding, becoming aware of the same, in cleverness, Which is and shall remain binding and acceptable to our heirs, successors, etc and in presence of the witness, we have subscribe our signatures.

Signature

Photo

Thumb Impression

Party of the first part

(the Owner / Developers)

