





भूदत्त शमा

গার্টিযোগার বিষয়ন মার্চিকেরশা ALC: UNITED

अधियासी

लिशन्ता विद्यत

# उत्तर प्रदेश UTTAR PRADESH

Authority

BC 991837

Binegulati Contractors



# उत्तर प्रदेश UTTAR PRADESH

Acheement to Sall BC 991838



(भूदत्त शर्मा) सधिशासी अभियन्ता विघुत गाजियाबाद विकास प्राधिकरण माजियाबाद



# GHAZIABAD DEVELOPMENT AUTHORITY

# AGREEMENT TO SALE

This agreement to sale is executed on 0 month 3 mon

FIRST PARTY

Enageati Contractors

#### AND

**M/s. Bhagwati Contractors** Registered Office G-195/196, Prashant Vihar, Delhi-110085 through its authorized signatory Sh. Ravi Kant Singhal S/o Sh. J.P. Singhal R/o G-195/196, Prashant Vihar, Delhi, which expression shall unless the context does not admit includes his heirs, successors, executors, administrators and permitted assignees of the other part –

्रात् (भूदत्त शमा) - अविशास्त्र अभिकल्प विद्युत मादिरभवाके प्रियास प्राधिकरन

SECOND PARTY.

Lactors



Name: MANOJ KUMAR BISHT Designation: Branch Manager Signature: Stock Holding Corporation of India Ltd 118/3 Model Town East, Ghaziabad

0005958903

# INDIA NON JUDICIAL Model Town East, Ghaziabad

# **Government of Uttar Pradesh**

# e-Stamp

#### सत्यमेव जयते

Certificate No. Certificate Issued Date Account Reference Unique Doc. Reference Purchased by Description of Document Property Description

Consideration Price (Rs.) First Party Second Party Stamp Duty Paid By Stamp Duty Amount(Rs.) IN-UP03407097978627P 06-Jul-2017 12:39 PM SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB SUBIN-UPUPSHCIL0104087940742734P BHAGWATI CONTRACTORS Article 5 Agreement or Memorandum of an agreement PLOT NO.P/CS-1 P BLOCK SECTOR-12 PRATAP VIHAR GHAZIABAD

- GHAZIABAD DEVELOPMENT AUTHORITY
- BHAGWATI CONTRACTORS
- BHAGWATI CONTRACTORS
- 96,95,800 (Ninety Six Lakh Ninety Five Thousand Eight Hundred only)



--Please write or type below this line---

वाधिकाशी अभियन्ता विद्युत भाषिकाशी विद्युत भाषिकरण मादिकाबाद



That the First Party advertised and published a Application Form for allotment of Group Housing and Non-Residential Plots of 2000 Sq.Mtr. and above through Two-Bid System in various schemes for the allotment of Pratap Vihar Yojna P-Block Convenient Shopping Plot measuring area 3195.22 Sq.Mtrs. The boundaries of which is mentioned in the end of this deed & site plan is attached with this deed.

That Second Party participated in the two-bid system held on 18/10/2016 and second party was the highest price bid having bid for Rs. 38,500/- per Sq.mt. for the abovesaid area which is accepted by the Vice Chairman on 22/10/2016 and the total premium of plot including 12% lease rent & freehold charge i.e. Rs.13,77,90,822/- (Rupees Thirteen Crore Seventy Seven Lac Ninety Thousand Eight Hundred Twenty Two only).

The First Party issued Allotment letter bearing no.1997/Vya.Anu./ 2016-17 dated 22/10/16 in respect of the aforesaid Pratap Vihar Yojna P-Block Convenient Shopping Plot.

But at the time of preparation of site plan the actual area of Pratap Vihar Yojna P-Block Convenient Shopping Plot has been increased to 16.70 Sq.Mtrs. Now total area of abovesaid plot is 3212.22 Sq.Mtrs. and total premium of Pratap Vihar Yojna P-Block Convenient Shopping Plot including 12% lease rend & freehold charge is Rs.13,85,10,927/-(Rupees Thirteen Crore Eighty Five Lac Ten Thousand Nine Hundred Twenty Seven only).

The Second Party has paid 25% premium Rs. 3,46,27,732/- (Rupees Three Crore Forty Six Lac Twenty Seven Thousand Seven Hundred Thirty Two only). The First Party acknowledge the receipt of the above said amount through this deed and balance 75% of the total premium is due from 22/4/17 to 22/10/21 in 10 half yearly installment alongwith 12% interest, if installment is not paid on due date the interest will be charged @ 15% P.A on the balance amount for the delayed period.

(भूदरत शमा) अविश्वासी टणिशन्ता पियुत मादिवागाद विकास अविकरण भाषिकागाद

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# Now both the parties agree as under:

- 1. The First Party declares that Pratap Vihar Yojna P-Block Convenient Shopping Plot No. P/CS-1, Pratap Vihar, Ghaziabad measuring area approx. 3212.22 square meter permissible FAR and ground covererage of the terms & condition of the brochure is free from all charges, liens and encumbrances and transferred to the Second Party through this deed.
- The Second Party agree to pay the balance 75% of the total 2. premium Rs.10,38,83,195/- will be payable in 10 half yearly installment alongwith 12% interest as mentioned in the payment schedule letter dated 22/2/17 & 7/3/17 if the installment is not paid on due date as mentioned in the payment schedule letter, the interest will be charged @ 15% P.A on the balance amount for the delayed period.
- 3. The peaceful vacant physical possession of the plot in question is given after the execution of this deed.
- If the compensation of the land in question is increased by the 4. decision of the court of law, the second party to pay the proportionate amount of compensation to the first party.
- The second party has paid Stamp duty on the total premium of 5. land as per the rules.
- The Second Party shall complete the construction of the building in 6. accordance with the plan approved by GDA as per condition of agreement and as per minimum specification prescribed by the Ghaziabad Development Authority.
- The Second Party undertake to construct the building in according 7. to the approved plan.
- The Second Party shall be liable to pay rates, taxes, charges, and 8. assessment of every description in respect of apportioned Sull parmer

(मृदल शम् जनियासी अभिषयत विधत या दिन्या सह जिन्ही स दाविक्कि का plot/building whether assessed, charged or imposed on that plot or on the building construction.

- Any money due to the GDA from the second party of the aforesaid 9. property, shall be recoverable as arrears of land revenue from the second party.
- If it is disclosed that the agreement to sale of the plot/property has 10. been obtained by suppression of any fact or mis-statement or misrepresentation or fraud or if there is any breach of the conditions of the agreement to sale, the agreement to sale will be cancelled as also with the possession of the property and the building thereon will be taken over by the authority, and the second party will not be entitled to any compensation whatsoever nor for refund of any premium paid by him.
- Any unauthorized construction by the second party, is liable to be 11. demolished in accordance with the rules/laws in force.
- 12. The water supply, sewerage, Drainage and Electricity lines as per specification and standard shall be provided upto the boundary of the property by GDA. The internal work shall be completed by the second party.
- The sale deed shall be executed in the proforma prescribed by the 13. Authority. The first party shall execute the sale deed within one months from the final date of payment by the second party.
- 14. That the first party have right to cancellation, termination, forfeiture or re-entry on aforesaid grounds after the first party has service on the second party, a notice in writing and the violation has not been corrected by the second party within reasonable time.
- Braghan Confectors Pragman Confectors Patria 15. That the Terms and conditions given in the auction broachure allotment letter dated 22/10/16 shall be applicable.

दरत शमा

ार्च : रशियन्ता विद्युत ंग्रामं प्रसिद्धप्रम

- Decision of the Vice Chairman, Ghaziabad Development Authority 16. will be final and binding and Ghaziabad Courts will have execlusive jurisdiction for adjudication of any disputes.
- Details of that Pratap Vihar Yojna P-Block Convenient Shopping 15. Plot No. P/CS-1, Pratap Vihar, Ghaziabad measuring area approx. 3212.22 square meter are boundaries of which are given below:

NORTH SOUTH : EAST : WEST WEST

In witness the parties name above have signed this AGREEMENT TO SALE on \_\_\_\_\_\_ the day of \_\_\_\_\_\_ At Ghaziabad, U.P.

### **Ghaziabad Development Authority**

Witness No. 1 Sunit Kumar S/o Sh. Babu Singh Village - Khurana Chazirrabad Post - Simbhaeli, Dist - Hapers (U.P.) - 24520) (Marca 211) alfirenti augo cons alfarenti augo cons

Witness No. 2 (Aday) (Secon MADAN S/O TEJVEERSINGH

205 PHARSOTI POST-MURSAN Dist. MATHRAS 6.P. 204213

(Second Party)

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