



GHAZIABAD DEVELOPMENT **AUTHORITY**

For Magus Consortium Orchid Avenue Pvt. Ltd.

Hell

Director

AGREEMENT TO SALE

This sale deed is executed on 23 month March year 2012, between **Ghaziabad Development Authority** a body created under provision of the U.P. Urban Planning and Development Act, 1973 hereinafter called Authority (Which expression shall unless the context does not admit includes its successors and assigns) through its Joint Secretary **AUTHORISED SIGNATORY** –

..... FIRST PARTY

AND

M/s. Magus Consortium Orchid Avenue Private Limited through its Director Sh. Harendra Singh Khokhar S/o Charan Singh Khokhar R/o C-369, Ground Floor, Yojna Vihar, Delhi-92, which expression shall unless the context does not admit includes his heirs, successors, executors, administrators and permitted assigns of the other part –

..... SECOND PARTY.

That the First Party advertised and published a two bid system (Non Residential/Group Housing Plots) for the allotment of Group Housing Plot on

b

For Magus Consortium Orchid Avenue Pvt. Ltd.

Hell

Director

Free Hold basis. The Second Party participated in the two bid system for the allotment of Group Housing Plot No. GH-01, Abhay Khand-IV, Indirapuram area 2450.00 Sq.Mtrs. and submit the highest bid for Rs. 40,570/- per square meter. The Vice Chairman on 26/11/11 approved the highest bid of the Second Party. Therefore the information for the approval of the financial bid as well as allotment letter on behalf of highest bid were issued by the First Party as per the allotment letter no.134/Vya.Anu/11 dated 28/11/11.

At the time preparation of the site plan the actual area of the Plot No. GH-01 is workout 2559.53 Sq.Mtrs @ Rs. 40,570/- per square meter situated at Indirapuram, Ghaziabad, total costs of plot in question Rs.10,38,40,133/- was inform to the That Second Party, 25% of the abovesaid total costs of the plot Rs. 2,60,49,125/- and 12% Lease Rent & Free Hold Charge Rs. 1,24,60,816/- total Rs. 3,85,09,941/- was also informed to the Second Party and asked to deposit the same. The Second Party paid the 25% of the total premium and 12% of the total premium for lease rent and free hold charge which are being acknowledge through this deed.

The balance 75% of the total premium Rs. 7,77,91,008/- was demanded in 6 half yearly installment alongwith 12% interest as per the payment schedule letter no. 497/Vya.Anu./12 dated 19/3/12.

Now both the parties agree as under:

1. The First Party declares that Group Housing Plot No. GH-0,1 Indirapuram, Ghaziabad area approx. 2559.53 square meter permissible FAR is 2.50 and ground coverage is 35% is free from all charges, liens and encumbrances and being transferred to the Second Party.
2. The Second Party agree to pay the balance premium 75% Rs. 7,77,91,008/- (Rupees Seven Crore Seventy Seven Lacs Ninety One Thousand Eight only) in 6 half yearly Installment along with 12% interest from the date of issue of acceptance letter by the First Party. The 29 days grace period is permissible from the due date above said installment, as per the abovesaid payment schedule dated 19/3/12. If the second party failed to pay the installment on due date or within the grace period the second party is liable to pay the 15% panel interest on the installment from the due date till the date of payment.

1

Signature of the First Party

16.11

Signature

3. The peaceful vacant physical possession of the plot in question will be given after the execution of this deed. The second party can plan for a scheme for construction for the Group Housing Building as per the terms and condition mentioned in the booklet within the prescribed bye-laws and can get the approval from the first party and the second party have right to start the construction and free to advertise the scheme for booking of the Residential space, the second party also entitled to receive the entire booking amount from the subsequent purchaser but can not execute the Sale Deed in the favour of subsequent buyer.
4. That the area of Pocket-B shown in the site plan is reserve for parking which can be used only for parking / entry gate, construction will not be permissible on the same.
5. If the compensation of the land in question will be increased by the decision of the court of law, The First Party will be entitled to recover from the Second Party or its allottee for the proportionate amount of enhance compensation.
6. The second party has paid Stamp duty on the total premium of land including lease rent and free hold charges as per the rules.
7. The Second Party shall complete the construction of the group housing building in accordance with the plan approved by first party as per condition of agreement and as per minimum specification prescribed by the First Party within the 5 years from the date of agreement or as prescribed by the rules which shall be the essence of the contract, if the second party fail to complete the construction within the prescribed period the agreement will be cancelled and money deposite by the second party will be refunded as mentioned above.
8. The Plot and building thereon shall not be used for any purpose other than specified in the agreement/sale deed executed by the First Party. Major use prescribed by the First Party is Group Housing Building.
9. The Second party or its allottee shall not be entitled to sell, transfer, assign or otherwise part with possession of the plot of any part thereof before or after the erection of the building without the previous permission in writing of the First Party. In the event permission is given by the first party for the above said purpose, first party have right to

For Magus Consortium Orchid Avenue Pvt. Ltd.

Halk

Director

लाल चन्द मौर्य
प्रमुख अधिकारी
श्री विद्यावादी विकास प्राधिकरण
राजिवावादी

imposed such terms and conditions as may be deemed fit as necessary in that behalf.

10. The Second Party or his allottee shall be liable to pay rates, taxes, charges, and assessment of every description in respect of apportioned plot/building whether assessed, charged or imposed on that plot or on the building construction.
11. Any money due to the GDA from the second party or his allottee of the aforesaid property, shall be recoverable as arrears of land revenue from the second party or his nominee.
12. If it is disclosed that the agreement / sale deed of the plot/property has 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 sale deed, the sale deed 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.
13. Any unauthorized construction by the second party or his allottee, is liable to be demolished in accordance with the rules/laws in force.
14. 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.
15. The sale deed shall be executed in the proforma prescribed by the Authority. The first party shall execute the sale deed within three months from the payment of the last installment or before or extended period as mentioned above. The second party have no right to execute the transfer deed in favour of their allottees before the execution of the sale deed in his favour.
16. 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.

For Magus Consortium Orchid Avenue Pvt. Ltd.

For
Director

लाल चन्द मौर्य
संयुक्त सचिव
राजिवाजीव विकास प्राधिकरण
राजिवाजीव

344

17. Details of Group Housing Plot No. GH-01 in Abhay Khand-IV, Indirapuram, Ghaziabad area 2355.17 sq.mtrs. for Part-A and 204.36 for Part-B total area 2559.53 Sq.Mtrs. boundaries of thies part are given below:

	<u>Boundries of Part-A</u>
NORTH :	As per site Plan
SOUTH :	
EAST :	
WEST :	
<u>Boundries of Part-B</u>	
NORTH :	
SOUTH :	
EAST :	
WEST :	

In witness the parties name above have signed this AGREEMENT TO SALE on 23 the day of March-2012 At Ghaziabad, U.P.

Ghaziabad Development Authority

Witness No. 1

Vivek Tamsak
S/o shi J.P. Tamsak
Canesh Bazar, Lashkar
Gwalior M.P.

[Signature]

Witness No. 2

Maitravy Kumar
S/o Sri Raj Narayan Singh
At. Dholaki, A. L. Man
po. Soekano. Bhatla
Dist. Solan.

5/11/12

[Signature]
(First Party)
गुजरात विकास प्राधिकरण
गुजरात सरकार

For- M/s. Magus Consortium
Orchid Avenue Private Limited

For Magus Consortium Orchid Avenue Pvt. Ltd.

[Signature]
(Second Party)
Director

imposed such taxes and conditions as may be deemed fit as necessary in that behalf.

10. The Second Party or his allottee shall be liable to pay taxes, charges, and assessment of every description in respect of appurtenant plot/building whether assessed, charged or imposed on that plot or on the building construction.

11. Any money due to the GDA from the second party or his allottee of the aforesaid property shall be recoverable as arrears of land revenue from the second party or his nominee.

12. If it is disclosed that the agreement, sale deed or the plot/property has been obtained by suppression of any fact or mis-statement in representation or fraud or if there is any breach of the conditions of the sale deed, the sale deed 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 not for return of any premium paid by him.

13. Any unauthorized construction by the second party or his allottee is liable to be demolished in accordance with the rules in force.

14. 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 form prescribed by the authority. The first party shall execute the sale deed within three months from the payment of the last installment or before or extended period as mentioned above. The second party have no right to execute the transfer in favor of their allottee before the execution of the sale deed in their favor.



That the first party have right to transfer the property on the second party on aforesaid grounds and the second party shall be bound to execute a deed in writing and shall be bound to the second party within reasonable time.



For Magnus Consortium Orchid Avenue Pvt. Ltd.

Director



आज दिनांक 25/03/2012 का

बहा सं. 1 जिल्द सं. 20294

पृष्ठ सं. 1 से 680 पर क्रमांक 9895

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



राजेंद्र सिंह

उप निबन्धक (चतुर्थ)

गाजियाबाद

25/3/2012

For Masgus Consortium Orchard Avenue Pvt. Ltd.

Director

