

AGREEMENT FOR SALE  
(WITHOUT POSSESSION)

THIS AGREEMENT FOR SALE is made at Ahmedabad on this \_\_ day of \_\_\_\_\_, 2017 by and between **M/s. Shyam Enterprise a Partnership Firm PANO** : ADBFS 5990 F, representing through its authorized partner **MR.** ....., age Adult years, Hindu by religion, occupation Business, Address at : 47, Bari Valo Vas, Shilaj, Ahmedabad-380058, having RERA Reg. No. .... hereinafter called "THE VENDOR" (which expression shall unless it repugnant to the context or meaning thereof, be deemed to include its present and

futuar partners and their legal representatives of the last surviving partner) of the One Part.

**AND**

....., age ..... years, ..... by religion,  
occupation ....., Residing at : .....

.....  
hereinafter called "THE PROSPECTIVE PURCHASER/S" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives) of the Other Part.

**WEHREAS** THE VENDOR firm is the owner and/or occupant or in possession of the non agriculture land bearing Final Plot No. 38 admeasuring 1123 sq. mtrs. ( 1011 Sq.mts for Residential & 112 Sq.mtrs for Commercial use) given for Block No. 427 admeasuring 1872 sq. mtrs covered in Draft Town Planning Scheme No.53/A (Shilaj-Hebatpur-Thaltej) situate lying and being at mouje Shilaj, Taluka - Ghatlodia Registration Sub District Ahmedabad-9 (Bopal) and District Ahmedabad (Hereinafter Referred to as "the said Land").

**WHEREAS** The Hon. Collector, Ahmedabad on 15/07/2015 vide its order no. CB/CTS-2/NA/SHILAJ/SUR. NO./BLOCK NO.427/SR-541/2016 issued the permission to convert the land bearing Block No. 427 in to non agriculture residential & Commercial purpose.

**AND WHEREAS** THE VENDOR has purchased the said land from (1) Pasabhai Prahladbhai (2) Harshadbhai Naranbhai Patel (3) Mahendrabhai Pasabhai Patel (4) Arvindbhai Pasabhai Patel by executing a sale deed on : 05/08/2017, before Sub-Registrar of

Ahmedabad-9 (Bopal) under the Serial no. 5564. The name of vendor mutated in village from no. 6 with entry no. ....

**Thereafter**, an application put before the Ahmedabad Municipal Corporation to issue construction permission and sanction of plan for construction of residential and Commercial units on the said land. On the basis of the said application, Ahmedabad Municipal Corporation has approved such plans on 17/10/2017 and also issued commencement Letter (Rajachitthi) for the construction as under.

Case No. BLNTI/NWZ/010917/GDR/A9044/RO/M1

Rajachitthi No. 9590/010917/A9044/RO/M1.

Now THE VENDOR proposed to develop the said land by constructing, erecting and installing thereon a residential and commercial unit project and related infrastructure as per plan sanctioned by A.M.C such project is known as **“SHYAM ELKIN”**. Hereinafter referred as **“the said project”**

AND Whereas the prospective purchaser/s have/has perused, Studied and explained to themselves certificate and report on title of the said land issued by Idrish Bengali & Associates, Advocate Ahmadabad and records, documents, papers and writings referred to therein, sanctioned plans, specifications and designs of projects, area and size of units of project.

AND WHEREAS, the prospective purchaser/s herein has/have desired to purchaser Flat No. .... admeasuring ..... Sq. yards equivalent to ..... sq. mts of Carpet Area and ..... Sq. yards equivalent to ..... sq. mts of Balcony Area and ..... Sq. yards equivalent to ..... sq. mts of Wash Area (As per plan pass by

Ahmedabad Municipal Corporation ..... Sq. Mtrs of built-up area) on ..... floor of Block No “ .....” together with undivided, impartible and indivisible share of ..... Sq.mtrs. of land out of the said land in the scheme known as “**SHYAM ELKIN** ” (hereinafter collectively referred to as “the said property”) more particularly described in the schedule hereunder written, constructed on the said land. for sale consideration of Rs...../-

**NOW THIS AGREEMENT FOR SALE WITNESSETH** and it is hereby mutually agreed by and between the parties here to as under:-

1. THE PROSPECTIVE PURCHASER/S has/have requested to execute an agreement for Sale in his/her/their name/s for the Said property. THE VENDOR agreed to execute the agreement for Sale as per the terms and conditions mentioned herein. THE PROSPECTIVE PURCHASER/S paid following amount as earnest money.

Sr.No.	Particulars	Amount Rs.
1.	Earnest Money ..... Only drawn on ..... .....Banj bearing, Ch.No. .... Dated. .....	...../-
2.	Earnest Money ..... Only drawn on ..... .....,bank bearing Ch.No. .... Dated. .....	...../-
	Total Rupees .....only	...../-

2. THE VENDOR confirms that amount mentioned in the above schedule

is received. Further, if THE PROSPECTIVE PURCHASER/s wants to obtain housing loan from any bank or financial institutions then THE PROSPECTIVE PURCHASER/s must obtain it within time limit of this Agreement and make payment to vendor.

3. This Agreement is valid upto .... / ..... / 2019 from the date of this agreement. THE PROSPECTIVE PURCHASER/s must have to pay balance amount within ..... months from the date of this agreement in equal monthly installments. If the member/s does not carry out the terms of this agreement within stipulated period, then the Firm shall be entitled to recover from THE PROSPECTIVE PURCHASER/s the remaining amount together with simple interest at the rate of 6% p.a. However, it will be the sole discretion of THE VENDOR, to grant extra time for payment of balance consideration money to THE PROSPECTIVE PURCHASER/s. If THE PROSPECTIVE PURCHASER/s fails or neglects to make payment of balance amount of sale consideration, for consecutive two installments then THE VENDOR shall be entitled to forfeit 15% of the sale price mentioned in this agreement from the payment made by THE PROSPECTIVE PURCHASER/s under this Agreement and this agreement shall stand automatically cancelled and this agreement shall become void- ab -initio. And THE VENDOR firm can sale the said property to other person also without inform to purchaser.
4. The possession of the said property is not handed over to THE PROSPECTIVE PURCHASER/s by this agreement. Whenever, conveyance deed for the said property shall be executed after making payment of full sale consideration by THE PROSPECTIVE PURCHASER than only the possession will be handed over as per the set out norms prescribed by the Government / semi-Government. For the said property, from the date of execution of conveyance deed it is

the responsibility of THE PROSPECTIVE PURCHASER to enter his/her/their name in Government / semi Government records, torrent / GEB, Corporation office etc. at his/her/their own cost.

5. All costs, charges and expenses, such as stamp duty, registration fee and incidental charges, Government Tax Or Semi Government Tax, Advocate fee relating to the execution of Agreement, conveyance deed and other Agreement/s or writing relating to the said property shall be borne by THE PROSPECTIVE PURCHASER/s. The deeds, Agreements, documents and writing will be prepared by Legal Advisor of THE VENDOR.
6. THE VENDOR declares that The VENDOR shall hand over the possession of the said property on or before 11/11/2019 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the project is delay due to the Force Majeure condition then the PROSPECTIVE PURCHASER agrees that THE VENDOR shall be entitle to the extension of time for delivery of possession of the said property. Except for occurrence of a Force Majeure event, if THE VENDOR fails to complete or is unable to give possession of the said property in accordance with the terms of this agreement, THE VENDOR shall be liable, on demand to the PROSPECTIVE PURCHASER, in case the PROSPECTIVE PURCHASER wishes to withdraw for the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said property with simple interest at 6 % per annum within 45 days from the date on which PROSPECTIVE PURCHASER intimate THE VENDOR in writing. Provided that where if THE PROSPECTIVE PURCHASER does not intend to

withdraw from the project, the VENDOR shall pay THE PROSPECTIVE PURCHASER simple interest at 6% per annum for every month delay, till the handing over of the possession of the said property.

## 7. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The VENDOR hereby represents and warrants to THE PROSPECTIVE PURCHASER as Follows :

- i. The VENDOR has clear and marketable title with respect to the project land and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project ;
- ii. The VENDOR has lawful rights and requisite, approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. THE VENDOR declare that there are no encumbrance upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report ;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by

following due process of law and the VENDOR has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The VENDOR has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of THE PROSPECTIVE PURCHASER created herein, may prejudicially be affected ;
  - vii. The VENDOR has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project, land, including the Project and the said property which will, in any manner, affect the rights of THE PROSPECTIVE PURCHASER under this Agreement ;
  - viii. The VENDOR confirms that the VENDOR is not restricted in any manner whatsoever from selling the Said property to THE PROSPECTIVE PURCHASER in the manner contemplated in this Agreement ;
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification ( including any notice for acquisition or requisition of the said property ) has been received or served upon the VENDOR in respect of the project land and/or the project except those disclosed in the title report.
8. THE PROSPECTIVE PURCHASER/s or himself/ themselves with intention to bring all persons into persons into whosoever hands the Said property may come, hereby covenants with the VENDOR as follows :-



- i. To maintain the Said property at THE PROSPECTIVE PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the Said property is taken and shall not do or suffer to be done anything in or to the building in which the Said property is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Said property is situated and the Said property itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Said property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said property is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damages or likely to damage the staircases, common passages or any other structure of the building in which the Said property is situated, including entrances of the building in which the Said property is situated and in case any damage is caused to the building in which the Said property is situated or the Said property on account of negligence or default of the THE PROSPECTIVE PURCHASER in this behalf, THE PROSPECTIVE PURCHASER shall be liable for the consequences of the breach.
- iii. To Carry out at his/her/themselves own all internal repairs to the said property and maintain the Said property in the same condition, state and order in which it was delivered by the VENDOR to THE PROSPECTIVE PURCHASER and shall not do or suffer to be done anything in or to the building in which the Said property is situated or the Said property which may be contrary to rules and regulations and bye-laws of the concerned local authority or other public authority. In

the event of THE PROSPECTIVE PURCHASER committing any act in contravention of the above provision, THE PROSPECTIVE PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Said property or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said property is situated and shall keep the portion, sewers, drains and pipes in the Said property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said property is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said property without the prior written permission of the VENDOR and/or the society or the Limited Company.
- iv. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Said property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said property in the compound or any portion of the project land and the building in which the Said property is situated.
- vii. Pay to the VENDOR within fifteen days of demand by the VENDOR, his share of security deposit demanded by the concerned

local authority or Government or giving water, electricity or any other service connection to the building in which the Said property is situated.

- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said property by the Said property by THE PROSPECTIVE PURCHASER for any purposes other than for purpose for which it is sold.
- x. THE PROSPECTIVE PURCHASER shall not let, sub - let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said property until all the dues payable by THE PROSPECTIVE PURCHASER to the VENDOR under this Agreement are fully paid up.
- xi. THE PROSPECTIVE PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said property therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. THE PROSPECTIVE PURCHASER shall also observe and perform all the stipulations and conditions laydown by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said property in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in the accordance with the terms of this Agreement. THE

PROSPECTIVE PURCHASER shall permit the VENDOR and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

- xii. The Purchaser shall bear all Stamp duty, Registration fee, Advocate fees etc. releasing to Deed and executing document with regard to the Said Property.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

### S C H E D U L E

All the piece and parcel of premises bearing Flat No. .... admeasuring ..... Sq. yards equivalent to ..... sq. mts of Carpet Area and ..... Sq. yards equivalent to ..... sq. mts of Balcony Area and ..... Sq. yards equivalent to ..... sq. mts of Wash Area (As per plan pass by Ahmedabad Municipal Corporation ..... Sq. Mtrs of built-up area) on ..... floor of Block no "....." together with undivided, impartible and indivisible share of ..... sq.mtrs. of undivided share of land in the said Land of the scheme/project known as "**ARENA**" constructed on non agriculture land bearing Final Plot No. 38 admeasuring 1123 sq. mtrs. ( 1011 Sq.mts for Residential & 112 Sq.mtrs for Commercial use) given for Block No. 427 admeasuring 1872 sq. mtrs covered in Draft Town Planning Scheme No.53/A (Shilaj-Hebatpur-Thaltej) situate lying and being at mouje Shilaj, Taluka - Ghatlodia Registration Sub District Ahmedabad-9 (Bopal) and District Ahmedabad The said property is bounded as under.

On or towards East : .....

On or towards West : .....

On or towards North : .....

On or towards South : .....

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**M/s. Shyam Enterprise Partnership Firm**

through its authorized partner

.....

(THE VENDOR)

In the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

**Schedule under the section-32/A of Indian Registration Act**

\_\_\_\_\_  
**M/s. Shyam Enterprise Partnership Firm**  
through its authorized partner

.....  
(THE VENDOR)

\_\_\_\_\_  
.....  
(The Purchaser )