

AGREEMENT FOR SALE

THIS INDENTURE made at Vadodara on _____ day of the
_____ 2016

BETWEEN

THE PARTY OF THE FIRST PART: (PURCHASER)

1. Mrs. _____, Aged: Adult, Occupation: _____
Service, PAN No. :
2. Mr. _____, Aged: Adult, Occupation: _____
Service, PAN No. :

Both Residing at:

(Hereinafter referred to as THE PARTY OF THE FIRST PART “PURCHASER”, which expression includes the executee to the sale deed, the party of the First Part and its directors, administrators, executors, and assigns, etc.)

AND

THE PARTY OF THE SECOND PART: (SELLER)

Samanvay Orchids a partnership firm through its administrative Partner Ankur Atish Parekh, Age: 28 years, Occupation: Business, PAN No.: BMBPP3074K, Office at: Samanvay Santroini-2, near Samanvay Santorini, 30 M.T Wide Road, Kalali, Vadodara.

(hereinafter referred to as THE PARTY OF THE SECOND PART “SELLER”, which expression shall unless it is repugnant to the context or meaning thereof, deemed to include the execute to the Agreement for Sale, the party of the Second Part and it’s present & future partners and their legal heirs, successors, executors, and assigns, etc.)

WHEREAS THE SELLER is absolutely seized and possessed of Immovable Property bearing Old R. S. No. 104/2, Block no. 96, admeasuring 13355 sq. mtrs. Non-agricultural land for residential purpose of mouje: Kalali in the Registration District and Sub District Vadodara more particularly described in the first schedule hereinafter written and herein under referred to as said property/said land.

AND WHEREAS THE OWNER has prepared plans for construction of Residential Units on the said land which is more particularly described in the Second Schedule hereinunder written and herein under referred to as said premises.

That the land bearing Old R.S.No. 104/2, block no.96 admeasuring 13355 sq.mtrs. Non-agricultural residential purpose of mouje: Kalali was owned by Patel Ambalal Tribhovandas, Patel Narendrabhai Ambalal, Patel Bhupendrabhai. And they have executed Reg. Sale Deed no.11439 dtd. 25/08/2015 in favour of M/s. Samanvay Orchids a partnership firm through its partner Mr. Ravi Jayesh Rao.

That the Collector of Vadodara had issued N. A. Order for Residential Purpose vide no. N.A./S.R./187/2014-15 & No. Jameen-D/Sec.-65/Vashi/5332 to 5340/14 dtd. 31/7/2014 for Old R. S. No. 104/2, Block no. 96, admeasuring 13355 sq.mtrs. of mouje: Kalali.

That VUDA had issued Revised Development Permission vide no. UDA/Plan-1/Parwangi/74/2015 dtd. 13/7/2015 for R. S. No. 104/2, Block no. 96 total admeasuring 13355 paiki alongwith construction of Ground Floor 3545.52 sq.mtr., First floor 3445.20 sq. mtrs., Second Floor 2012.56 sq.mtrs. total construction area admeasuring 9003.28 & Club House 87.88 sq.mtr of mouje : Kalali. The copies of above order/permission have been provided to the purchaser.

According to the said N. A. Order, Development Permission, the party of the second part has organized a residential Scheme named **Samanvay Santorini - II** & constructed residential Units & Club House in the common plot, in the **first schedule** land.

AND THE PARTY OF THE SECOND PART have agreed to sell open plot area of unit no. [REDACTED], admeasuring Plot Area [REDACTED] sq.mtrs. of Samanvay Santorini-II, undivided proportionate land admeasuring [REDACTED] sq.mtrs. (Including Common Plot & Internal Road) and construction upto Plinth Level admeasuring [REDACTED] sq.mtrs., which is specifically described in **Second Schedule**, to the Purchaser i.e. THE PARTY OF THE FIRST PART by this Agreement to Sale.

NOW BY THIS INDETURE WITNESSETH AND IT IS HEREBY
 AGREED BY AND BETWEEN THE PARTIES HERETO AS
 FOLLOWS:

1. The Seller – The Party of the Second Par undertaken to sell and the
 Purchaser – The Party of the First Part undertakes to purchase the said Unit
 No. 36 which is specifically described in the Second Schedule In
 consideration of the total sum of **Rs._____/-** (Rupees
 only), Out of total consideration of **Rs._____/-**,
Rs._____/- is paid/ to pay towards Land & **Rs._____/-** is
 paid/to pay towards construction upto Plinth Level.
2. The Purchaser hereby agree to pay and discharge the consideration for
 acquisition of the said property as under:

Rs._____/- (i.e. Rupees Only) towards an
 earnest money on the signing of this Agreement for Sale is a part of total
 consideration of **Rs._____/-** i.e. (Rupees
 only). is paid by Purchaser to Seller.

Payment Schedule is as under:

Schedule	% of total consideration	Amount
1) Booking Amount	20%	/-
2) Plinth Level	20%	/-
3) Casting of 1st Slab	15%	/-
4) Casting of 2nd Slab	15%	/-
5) Completion of Brick Work	15%	/-
6) Completion of Plaster	5%	/-
7) Completion of Flooring	5%	/-
8) One month before possession	5%	/-

3. It is agree by and between the parties that further construction on the above
 Half Constructed Property shall be carried out through The Party of the
 Second Part. For this purpose a construction agreement is executed between
 The Party of The First Part and The Party of the Second Part. The Party of
 the Second Part shall carry out further construction on the above referred
 Half Constructed Property as per the specifications, lay-out Plan &

construction permission approved for the project and as per the terms and conditions of the Construction Agreement executed with the Purchaser.

4. That in any case Seller - the party of the second part is unable to construct the said property and in such circumstances the Seller - the party of the second part shall repay the entire earnest money to the Purchaser - the party of the first part.
5. The Seller - the party of the second part has given full assurance to Purchaser - the party of the first part to effect that the rights, title and interest of the property decided to be sold by this Agreement for Sale is clear, marketable, and without any encumbrances.
6. The Seller - the party of the second part has to handover the vacant and actual physical possession of the property decided to sell by this Agreement for Sale to the Purchaser after 60 days Sale Deed. Under no circumstances, possession of the premises shall be given by the developer to the purchaser until all payment required to be made by the purchaser under this agreement and the said agreement have been made to the Developer herein and sale under the said agreement for sale is duly completed.
7. As per the present by-laws of VUDA/ VMSS, it is necessary to pay full value of property tax and the other taxes for 1 year in advance and then only application for obtaining occupation certificate can be filed. The party of the Second part will intimate the party of the First part to make such payment on receipt of completion certificate. The party of the First part agrees to make payment within 7 days thereof. If the party of the first delays such payment, in that case any other party shall not be responsible for any consequences thereof.
8. For the purpose of the **Maintenance** the purchaser has to paid **Rs. 3,00,000/- (i.e., Rupees Three Lac Only)** as the one time maintenance deposit charges in the name of maintenance association or society decided by the Seller. And if any further maintenance charges is needed by the society then all co-purchaser of the different Units owners have to bear such maintenance charge in the Proportionate amount as decided by the maintenance society or the association. The Purchaser shall however not be liable to share the cost of maintenance for the unsold dwelling units.

9. That the development charges for the said unit the purchaser shall pay a lumpsum of **Rs.2,00,000/- (Rupees Two Lac Only)**, towards the expenses and charges for electric metes(s), Obtaining permanent electric supply, water supply, legal expenses, etc. in general. For which purchaser will not demand for any accounts and will not raise dispute in future for the same
10. That the party of the first has to pay the betterment charges or any other amenities charges which will be availed by the VUDA, Town Planning Authority or any Government Authorities.
11. It is to be agreed by the both the parties that if any taxes, Value Added Taxes (VAT) Service Tax or any other tax payable on the purchase of the property declared by the State Government or the Central Government is applicable at the time of Sale Deed or prior to that pertaining to Scheduled Property then in such circumstances the Purchaser is liable to pay such taxes to the concern Government Authority.
12. That it is agreed by the parties that in case of the Purchaser - the party of the first part is not able to pay entire balance sale consideration to The Seller - the party of the second part, then The Seller - the party of the second part shall cancel the said Agreement for Sale and forfeit the entire amount which was paid by the Purchaser – The Party of the First Part. And if the Purchaser - The Party of the First Part is ready and willing to pay the entire balance sale consideration to the Seller - the party of the second part within stipulated time with interest of 18% P.A. and if The Seller - the party of the second part is not ready and willing to execute the Sale Deed/ Conveyance Deed/Transfer Deed for the subject property in favour of the Purchaser - the party of the first part, then they shall be at liberty to seek specific performance of the contract subject to Vadodara Jurisdiction only.
13. That the expenses of and incidental to this Agreement to Sell and the Sale Deed that will be executed, such as Stamp Duty, For necessary Stamp, Service Tax, VAT, registration fees, drafting fees, and all other miscellaneous expenses, shall be payable by the Party of First Part i.e. Purchaser only.
14. The property decided to be sold by this Agreement for Sale is of our Sole/independent ownership, possession, use. There is nobody has got any right, title interest on the Schedule Property, still however if anybody shall come forward, creating dispute/obstruction then the Seller - the party of the second part shall remove the same at their cost.

15. That the purchaser – the party of the first part shall not at any time demand partition of his/her/their interest in the common areas in the project. It is agreed and understood that such interest in the said project is importable. They shall not encroach upon any common open land, common plot, and common road of the said project.
16. That the said project shall always be known as “**Samanvay Santorini II**” and the Purchaser/s and /or society shall have no right to change the name of the project and the purchaser/s has/have agreed to the same.
17. That the purchaser/s shall use the said unit for residential purpose only and not for any commercial purpose not use the same in any which may, by the nature of the use, result in emissions, not being of the type of those arising out of use kitchen for domestic purposes, and not do anything which may cause annoyance to occupants of other units of the said project. He/she/they shall also not use parking space, as is disproportionate to his/her/their ownership of the said unit.
18. Not to damage/demolish or cause to be damaged/demolished the commonly shared or any other structures or any part thereof, shared in common, with any other member of the said project, and to keep the sewers, pipes in the said unit in good tenantable repair or new work must be in consultation with certified structural consultant at Purchaser’s risk and cost.
19. Not to store in the said unit any goods which are illegal or whose storage is not permitted in residential area and shall not carry on or cause to be carried on any activities which may damage or is likely to damage the common facilities and amenities of the said project and/or the neighbour’s unit. In case any damage is caused to such property, on account of negligence or default of the Purchaser/s the Purchaser/s shall be liable for the breach.
20. That the Purchaser/s shall share equally, all the expenses towards repairs and maintenance of the common walls, compound and other commonly shared structures with the occupants/owners of the other units of the said project.
21. That the Purchaser/s shall not throw garbage or other refuse or permit the same to be thrown from the said unit in the open area pertaining to the said project or any portion of the lands in which the said unit is situated.
22. That the purchaser/s shall 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 unit by the Purchaser/s, or on another account.

23. That the Purchaser/s agrees and undertakes to pay regular maintenance and other charges when and as needed.
24. The Purchaser shall at no stage change the Elevation of the constructed premises including the colour scheme of the outside walls as had decided by the Developer so as to maintain the symmetry with the other unit holders.
25. It is, however, specifically understood and agreed that all rights in respect of the lands under development, which are now shown as being possible of acquisition, for proposed road or any urban development, or which may in future be liable to be so acquired by any statutory body or authority, for any reason whatsoever, or any excess area, and the said land are and shall be retained any manner as they may deem fit and the Purchaser/s shall have no right whatsoever, in respect of the same. The Developers shall be entitled to hand over possession of any such lands of the “**Samanvay Santorini II**” project as may be necessary, and called upon to do so by the appropriate authority and shall also be entitled to receive compensation in respect of the same.
26. That if the party of First Part neglects and fails to pay the balance amount of the sale price/consideration within stipulates period, this agreement shall automatically considered to have been cancelled and the earnest money paid by the party of First Part shall be forfeited. Moreover, the Party of the Second Part in such event, shall have right to sell the property to any other party.

FIRST SCHEDULE

DESCRIPTION OF PROPERTY

Immovable Property bearing Old R. S. No. 104/2, Block no. 96, admeasuring 13355 sq. mtrs. Non-agricultural land for residential purpose of mouje: Kalali in the Registration District and Sub District Vadodara Which is bounded and surrounded by on or towards.

On or towards the East by : 12 M.T WIDE NALIYA ROAD

On or towards the West by : Adjoining Block No. 112 of Kalali

On or towards the North by: Adjoining Block No. 95 of Kalali

On or towards the South by: Adjoining Block No. 97 of Kalali

SECOND SCHEDULE

DESCRIPTION OF PROPERTY

THAT the party of the second part as owner of the above said have organized residential Scheme named **Samanvay Santorini - II** & constructed total 44 Residential Units consisting of GF, FF, & SF and club house in the common plot area. AND the Seller have sold the open plot area of unit no. _____ , unit admeasuring open plot area of _____ sq.mtrs, of **Samanvay Santorini-II**, and _____ sq.mtrs. Undivided Proportionate land. Which is bounded as under:

On or towards the East by:

On or towards the West by:

On or towards the North by:

On or towards the South by:

We have executed this Agreement for Sale at our sweet will, without any coercion/pressure whatsoever of any body after reading it, after understanding it, after thinking about it, which is acceptable to and binding upon us and our lineages, guardians, heirs, successors, directors, executors, administrators, etc.

IN WITNESS WHEREOF the parties hereto have executed this Agreement for Sale on the date first herein above mentioned at Vadodara dated _____ 2016

Signed and delivered by

By the within named

Party of the Second Part Seller

Samanvay Orchids

A partnership firm through

It's Administrative Partner

Ankur Atish Parekh.

Witness:

Left Thumb Impression

Thumb Impression

Thumb Impression