

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

THIS AGREEMENT made and executed at BHARUCH, Today on this ---- day of ----- BY
AND BETWEEN:

01. THE PARTY OF THE FIRST PART / SELLERS or VENDORS

1. **01.01 Pranavbhai Jayantibhai Panchal**, aged about 37 years, occupation: Business, presently residing at: 17, Kunj Society, Alkapuri, Vadodara.

And whereas Shri Pranav Jayantibhai Panchal representing as partner of M/S Narayan Associates, a registered partnership firm having its principal place of business at Narayan Chambers behind IOC Petrol pump, station Road, Bharuch, 392001, hereinafter referred to as the "Land Owner" which Expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said partnership firm, its partners, their heirs, legal representatives, successors and assigns)

2. **01.02 Jayantibhai Dalsukhbhai Panchal**, aged about 62 years, occupation: Business, presently residing at: 17, Kunj Society, Alkapuri, Vadodara.
3. **01.03 Hemantbhai Ravjibhai Prajapati** aged: 42 years, occupation: Business, presently residing at: 90, Narayan Nagar - 1, Bharuch.

And whereas Shri Jayantibhai Dalsukhbhai Panchal and Shri Hemantbhai Ravjibhai Prajapati representing as partners of M/S Narayan Land Estate, a registered partnership firm having its principal place of business at Narayan Chambers behind IOC Petrol pump, station Road, Bharuch, 392001, hereinafter referred to as the "Developer" which Expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said partnership firm, its partners, their heirs, legal representatives, successors and assigns)

And whereas **Hemantbhai Ravjibhai Prajapati** (PAN: ADUPP4571E) is constituted power of attorney holder of shri **Pranavbhai Jayantibhai Panchal** and Shri **Jayantibhai Dalsukhbhai Panchal** and thus in this agreement is an authorized signatory for all the presents of this Agreement.

(All the parties hereto of first part are hereinafter collectively referred to as the "SELLERS" or "VENDORS")

AND

THE PARTY OF THE SECOND PART / PURCHASER/S

1. Mr. **XYZ**, Aged about **00** years, occupation: -----, (PAN No. -----) residing at: -----

(Hereinafter referred to as **THE PARTY OF THE SECOND PART** or **PURCHASER/S** which expression shall, unless it be repugnant to the meaning or context thereof, mean and include the his / her / their legal heirs, assignees, representatives, executors, etc.),
AND WHEREAS

M/S NARAYAN ASSOCIATES seized, possessed and was the owner of all that 9608 Sq. Mts. of Land forming part of **R. S. No. 92** (admeasuring 5969 Sq. Mts.) and **R. S. No.93** (admeasuring 3639 Sq. Mts.) situated, lying and being at moje village **UMARAJ**, Taluka & Dist. Bharuch within Registration District and Sub -District of BHARUCH, which were acquired and purchased through & in the name of its Partner Shri PRANAV JAYANTIBHAI PANCHAL vide Sale Deed dated 05-06-2004, (for the sake of convenience hereinafter to as the piece of "**Said Whole Land**")

M/S NARAYAN LAND ESTATE seized, possessed and was the owner of all that 308.37 Sq. Mts. of Land forming part of R. S. No. 98 Paiki (98/1+2+3) situated, lying and being at moje village **UMARAJ**, Taluka & Dist. Bharuch within Registration District and Sub -District of Bharuch, which were acquired and purchased through & in the name of its Partners - Shri JAYANTIBHAI DALSUKHBHAI PANCHAL and Shri HEMANTBHAI RAVJIBHAI PRAJAPATI vide Sale Deed dated 07-12-2005. (for the sake of convenience hereinafter to as the piece of "**Said Whole Land**")

All That Piece of Parcel of Lands forming part of R. S. No. 92 (Adm. 5969 Sq. Mts.), R. S. No. 93 (Adm. 3639 Sq. Mts.) and R. S. No. 98 Paiki (98/1+2+3-Adm. 308.37 Sq. Mts.) situated, lying and being at moje village **UMARAJ**, Taluka and District Bharuch, respectively and aggregating to 9916.37 Sq. Mts. (i.e. 106700 Sq. Ft.) or there about are hereinafter collectively referred to as the "**SAID WHOLE LAND**", which is under development of residential project named & known as "NARAYN LUXURIA".

AND WHEREAS:

The District Development Officer of Bharuch granted permission for Non- Agriculture usage in case of land bearing R S No. 92 vide his order Kramank- TP/Bhumi/ NA/ SR/ 68/10-11 dated 31.1.2011, in case of land bearing R S No. 93 vide his order Kramank- TP/Bhumi/ NA/ SR/ 69/10-11 dated 31.1.2011 and in case of land bearing R S No. 98/1+2+3 vide his order Kramank- JP/MM/Bhumi/ Kheshi/ NA/ SR/ 116 /05.06 dated 26.7.2006.

The "Said Whole Land" situated and lying in Resident Zones as per zoning Regulations. The Town Planning Department Bharuch has sanctioned Layout plan and granted permission for construction in the "Said Whole Land" vide permission Kramank - BP/Umaraj/Bharuch/2479 dated 19-12-2011. The Umraj Gram Panchayat has granted permission for construction BP/Umraj/GP/45/dated 24-12-2011.

WHEREAS Shri PRANAV JAYANTIBHAI PANCHAL (representing as partner of M/S Narayan Associates) being Land Owner, has executed an Agreement for Development of their piece of land Adm. 9608 Sq. Mts. forming part of the "said whole land" and construct Residential Project in the name of "NARAYAN LUXURIA" in favor of the Developer M/S Narayan Land Estate i.e. through Shri Jayantibhai Dalsukhbhai Panchal and Shri Hemantibhai Ravjibhai Prajapati dated 02-02-2012 which was affixed with the requisite stamps duly paid in amount and registered under the Registration Receipt No. 3876/2012 dated 29-03-2012 in the office of Sub-Registrar, Bharuch under his Seal and signature.

WHEREAS Shri JAYANTIBHAI DALSUKHBHAI PANCHAL and Shri HEMANTBHAI RAVJIBHAI PRAJAPATI (representing as partners of M/S Narayan Land Estate) being the Developer by virtue of the aforesaid Devolvement Agreement for the piece of land Adm. 9608 Sq. Mts. And their owned piece of land Adm. 308.37 Sq. Mts. forming part of the "Said Whole Land" has started Development upon **9916.37 Sq. Mts. (i.e. 106700 Sq. Ft.)** or there about of the "Said Whole Land" i.e. **Schedule-I**. Thus, M/S Narayan Associates having interest & ownership of 9608Sq. Mts.and M/S Narayan Land Estate having interest & ownership of 308.37 Sq. Mts. of lands.

AND therefore, the Developer- M/S Narayan Land Estate being in possession of all that undivided 9916.37 Sq. Mts. (i.e. 106700 Sq. Ft.) of the "Said Whole Land" by virtue of the Development Agreement dated 02-02-2012 and the ownership rights, have prepared construction plans and have started development and construction of Residential Project in the name of "NARAYAN LUXURIA" with common amenities and facilities as per the plans approved by the concerned authorities.

WHEREAS

- (1) Thus The Developer herein is entitled to procure execution of Agreement for Sale & further process of sale in respect of different undivided portions of the "**Said Whole Land**" through & with the aforesaid Land Owners in favor of the persons to whom it may agree to sell different Parts of the buildings constructed/ to be constructed by the Developer on the "**Said Whole Land**".
- (2) THE Developer has taken up the construction of the Residential scheme Comprising Flats/Buildings with roads, Passages and other common facilities on the "said whole land" (which entire scheme is hereinafter referred to as "NARAYAN LUXURIA" for the sake of brevity) to be so built in accordance with the several plans, designs and approvals from other concerned departments and authorities.

- (3) The Purchaser/s has/have seen, checked and approved the said Building plans for construction of the said Residential scheme "NARAYAN LUXURIA" on the "said whole land" Situated and lying in Resident Zones as per zoning Regulations as approved by The Town Planning Department Bharuch and other concerned departments and authorities.
- (4) The Purchaser/s, being desirous of purchasing the Unit / Flat No **000** on the ----- floor of the building Tower ---- of "NARAYAN LUXURIA" (hereinafter referred to as "The said Premises") had approached the Developer for that Purpose and Whereas The Developer has agreed to sell "The said Premises" to the Purchaser/s on certain terms and conditions hereinafter appearing.
- (5) The Developer has informed the Purchaser/s that he is entering into similar separate agreements with various other persons for the sale of different portions of "NARAYAN LUXURIA".

NOW THEREFORE, THIS AGREEMENT WITNESSE AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- (1) THAT the Developer shall in normal conditions construct the said "NARAYAN LUXURIA" as per the Plans sanctioned and approved by the Authorities; with such variations, alterations and/or additions as the Developer may consider necessary or as may be required to be made thereto by any Public Body or Authority. The Purchaser/s agrees to such variations, alterations and/or additions as will be done by the Developer in the said plans and hereby irrevocably consents to such changes being done thereto by the Developer.
- (2) THAT the Purchaser/s has agreed to purchase from the Developer and the Developer in turn has agreed to sell to the Purchaser/s Flat No **000** on the ----- floor of the building Tower ---- of NARAYAN LUXURIA, more particularly described in **Schedule-II**, hereunder written and hereinafter referred to as "The said Premises" for the sake of brevity, at or for the price of Rs **00,00,000/-** (Rupees ----- only).
- (3) THAT the Purchaser/s has seen the Building plans as also particulars of the specifications in accordance whereof "The said Premises" will be constructed in the office of the Developer, has approved the same, and hereby has agreed to pay the aforesaid price of Rs **00,00,000/-** (Rupees ----- only), in the manner as under, or within 12 months, whichever is earlier.

Sr. No.	Percentage	Particulars
1	10%	As and by way of earnest money immediately on booking of "The said premises". (the payment and receipt where of The Developer doth here by admit and acknowledge)
2	15%	Booking Amount within 30 days
3	12.5%	On completion of Foundation work
4	12.5%	On completion of 1 st Roof Slab.
5	10%	On completion of 3 rd Roof slab.
6	10%	On completion of 5 th Roof slab.
7	10%	On completion of 7 th Roof slab.
8	10%	On completion of 9 th Roof slab.
9	5%	On completion of Internal Plaster & flooring work

- (4) The Possession shall be given with prior notice after execution of sale deed. That the Purchaser/s has agreed to pay such additional price as may be computed considering the rise in the costs of materials.
- (5) That, as soon as "The said Premises" is ready, The Developer shall give a notice to the Purchaser/s intimating that "The said Premises" is ready for possession and occupation of the Purchaser/s and calling upon the Purchaser/s to pay all the arrears of the price that may have remained unpaid and the last installment referred to in clause 3 above, within 30 days of the date of such notice, time being the essence of the contract in this respect. Such notice may be served individually or by displaying it at some prominent place in the NARAYAN LUXURIA. If the Purchaser/s fails to pay the arrears of the price and the balance amount aforesaid within the 30 days period, the Developer shall be entitled to charge interest @ 18% p.a. and/or forfeit all the amounts that may have been received from the Purchaser/s to that day and the Purchaser/s shall forfeit and lose all his rights with regard to "The said Premises" hereunder. Thereupon the Developer shall be entitled to sell "The said Premises" to any other person as he may deem fit, and the Purchaser/s shall not be entitled to question such sale or to claim any amount whatsoever from the Developer
- (6) That the purchaser is entitled to undivided proportionate right of usage to all common services of the NARAYAN LUXURIA such as drainage, water supply, sanitation, stairs, passages, roads, open spaces and /or all other common facilities and amenities with vesting of the collective right control over such common services to the NARAYAN LUXURIA Co-Operative Service Society Ltd./Association of the various purchasers of the NARAYAN LUXURIA as per the rules & regulations that

will be there at the relevant time. That it had been specifically agreed and understood between the Vendors and the Purchaser that ensuring the availability of required use of common facilities and amenities including that in respect of parking area of Narayan Luxuria for the Purchasers of different portion of the Narayan Luxuria including distribution of rights for use of any or all of such common facilities and amenities amongst the purchasers as to be effected which may be deemed fit just and proper subject to the approval of Narayan Luxuria Co-Operative Service Society Ltd. / Association of the various purchasers of Narayan Luxuria as per the rules & regulations that will be there at the relevant time.

- (7) That the Purchaser/s has satisfied himself about the marketability of the Developer title to "The said Premises" and that he shall not be entitled any further to investigate into the title or to make any requisitions or raise objections in that behalf or otherwise howsoever.
- (8) That the Purchaser/s shall have no right or claim, save and except in respect of "The said Premises" hereby agreed to be sold, over all open spaces, parking places, lobbies, passages, staircases, lifts, terraces etc.
- (9) That, even after the entire NARAYAN LUXURIA is sold and transferred by the Developer, the terraces above all the different floors of the NARAYAN LUXURIA shall continue to belong absolutely to the Developer who shall be entitled to raise such additional construction thereon by way of one or more storey as may be permissible under the applicable rules and regulations and as the Developer may desire and in that event, the Developer shall be entitled to make use of, take shelter and support of the whole of the then existing structure including walls, beams, columns, slabs, foundations etc., without having to pay any compensation or anything whatsoever for the same to the Purchaser/s. In the event of such additional construction being raised by the Developer, the Developer shall also be entitled to take all benefits of common services of the NARAYAN LUXURIA such as drainage, water supply, sanitations, lights, stairs, passages and/or all other common facilities and amenities without having to pay any compensation or anything whatsoever for the same.

It has further been agreed that in the event of additional construction being raised by the Developer by virtue of the right granted hereunder, the newly constructed terrace shall also belong absolutely to the Developer with identical rights for further construction thereon should that become permissible.

It is clarified that such additional construction, if and when made by the Developer, shall be the sole property of the Developer who will be entitled to dispose it off in such manner and to such persons and for such consideration as he may deem fit without having to consult the Purchaser/s in any way whatsoever.

It is also clarified that the price agreed to be paid by the Purchaser/s to the Developer for "The said Premises" hereunder has been arrived at after taking into account the rights and benefits reserved by the Developer for himself hereunder.

It is further clarified that the Developer shall be at liberty to sell, assign or otherwise deal with or dispose off the right reserved by him hereunder instead of himself carrying out the additional construction referred to above.

The Developer shall be entitled to utilize or cause to be utilized the terrace above the last floor of NARAYAN LUXURIA – TOWER/S or the newly constructed terrace in the event of additional construction referred to above, for any purpose whatsoever including for display of advertisement, sign boards, neon lights etc., and all the benefits accruing there from shall belong to the Developer.

- (10) That an association shall be formed in the form of a Company Registered under the Companies Act - 1956 or a Co-operative Society or a Non-Trading Corporation or any other suitable form with a suitable name which shall have as for the purpose of general maintenance and administration of the NARAYAN LUXURIA and its affairs including safeguarding of the interests of all the Purchaser/s - Occupants. That the Purchaser/s has agreed and undertaken to become a member of such association and to execute and do all acts and things as may be necessary for the formation thereof. The Purchaser/s has agreed to pay and contribute his proportionate share towards the costs, expenses, and outgoings, in respect of the matters concerning the association including those more particularly described in Schedule-IV hereunder written. It is expressly agreed that the failure to comply with this provision will render the Purchaser/s liable to forfeit all his rights under this agreement including all the monies that he may have paid to the Developer.
- (11) That the Purchaser/s shall be liable to pay and bear all taxes, outgoings and the expenses more particularly mentioned in **SCHEDULE-III** hereunder written as from the date of receipt of the notice from the Developer for taking possession of "The said Premises" and shall, in lieu thereof, regularly pay every month such an amount as may be provisionally fixed by the Developer to be payable in respect of "The said Premises".

- (12) That, so long as "The said Premises" shall not be separately and independently assessed for municipal and similar other taxes or charges, the Purchaser/s shall pay and bear his proportionate share of the total amount assessed on the NARAYAN LUXURIA as a whole, such proportion to be determined by the Developer whose decision shall be final and binding upon the Purchaser/s.
- (13) The Purchaser/s shall also be liable to pay/reimburse any betterment or other such allied charges levied upon or recovered or payable under Town Planning Scheme or any such other Scheme of any Government Authorities including local bodies or Municipality.
- (14) That the Purchaser/s shall maintain "The said Premises" at his own cost and expenses in the same good condition and state of repairs in which he shall have received it from the Developer and shall abide by and observe all the rules and Regulations of the Government, Local Gram Panchayat/ Municipal Corporation and/or any other authorities or Bodies, in connection therewith and he alone shall be answerable to them for whatever deviation or violations thereof that may have been made by him.
- (15) That the Purchaser/s shall keep "The said Premises" walls, partition walls, sewers, drainage, pipes and similar appurtenances in good and tenantable condition, such that would protect and/or shelter and/or prevent from damage etc., other parts of the NARAYAN LUXURIA.
- (16) That the Purchaser/s shall permit the Developer or his surveyors or agents, with or without workmen, at all reasonable times to enter into "The said Premises" or any part thereof to examine its state and condition and the Purchaser/s shall make good, within three months of receiving a notice from Developer, all such defects, decays and lack of repairs as may be notified therein which it is the responsibility of the Purchaser/s to the hereunder.
- (17) That the Purchaser/s shall permit the Developer or his surveyors or Agents, with or without workmen, at all reasonable times to enter into "The said Premises" or any part thereof for the purpose of repairing, cleaning etc. of any part of the NARAYAN LUXURIA including for the purpose of keeping in good condition all services such as lighting, drainage pipes, cables, water covers, tap, gutters, wires etc., of the NARAYAN LUXURIA.
- (18) That the Purchaser/s shall not throw or permit to be thrown any dirt, rubbish, rags or other refuse in any part of the NARAYAN LUXURIA including its compound.

- (19) That the Purchaser/s has agreed that the name of NARAYAN LUXURIA shall always be "NARAYAN LUXURIA" and that the said name shall not be changed at any time whatsoever without the written permission of the Developer.
- (20) That the Purchaser/s shall execute such other papers and documents as may be necessary for the purpose of giving effect to this agreement.
- (21) That all costs, charges and expenses of preparing, engrossing, stamping, registering etc. of the conveyance/s and/or other document/s required to be executed by the Developer and/or the aforesaid M/s. Narayan Associates pursuant to this agreement or otherwise for the purpose of giving effect to this agreement shall be borne and paid in entire by the Purchaser/s.
- (22) The Seller has agreed to sale the said property along with proportionate share in the 00.00 Sq.mtrs undivided land of the said scheme.
- (23) That the Purchaser/s declares that he has read and understood all the terms of this Agreement before its execution.

THE FIRST SCHEDULE REFERRED TO ABOVE

: Description of "SAID WHOLE LAND" :

All That Piece of Parcel of Lands forming part of R. S. No.92(Adm. 5969Sq.Mts.), R.S. No.93(Adm.3639 Sq.Mts.) and R.S.No.98 Paiki (98/1+2+3-Adm.308.37 Sq.Mts.) Situated, lying and being at moje Village UMARAJ, Taluka and District Bharuch, respectively and aggregating to 9916.37 Sq. Mts. (i.e.106700 Sq.Ft.) or there about. **The said whole land is bounded as under:**

East: -

West: -

North:-

South: -

THE SECOND SCHEDULE REFERRED TO ABOVE

: Description of "The said Premises" :

All that the piece or parcel of land or ground or **Unit / Flat No. 000** on the -----floor of the Building/Tower --- of the project named & known as NARAYAN LUXURIA admeasuring about **00.00** Square Mts. Built up Area. The said Premises with common utility space & amenitie /Flat/Unit is bounded as follows, that is to say on or towards the:

East:-
West:-
North:-
South:-

THE THIRD SCHEDULE REFERRED TO ABOVE

1. All Costs, expenses and outgoings for maintaining, repairing, redecorating etc., of the main structure of NARAYAN LUXURIA and in particular, of the roof, gutters, rain-water pipes, gas pipes, electric wires etc. in under or upon NARAYAN LUXURIA enjoyed or used by the Purchaser/s in common with the other occupants of NARAYAN LUXURIA, and of the main entrance, passages, landings, staircases etc. of NARAYAN LUXURIA and its boundary walls, Compound Terraces etc.
2. All Costs, expenses and outgoings of cleaning and lighting the passages, stair cases and other parts of NARAYAN LUXURIA enjoys or used by the Purchaser/s in common as aforesaid.
3. All Costs, expenses and outgoings of decorating the exterior of NARAYAN LUXURIA.
4. All Costs, expenses and outgoings in the form of salaries of clerks and other administrative staff including Bill Collectors, Watchmen, Sweepers, Liftmen, Pump Drivers etc. as may be, to manage and look after NARAYAN LUXURIA.
5. All Municipal and other taxes, duties, levies, and/or other similar outgoings payable for NARAYAN LUXURIA as a whole.
6. All such other Costs, expenses and outgoings as are necessary and/or incidental to the proper repairs, maintenance and upkeep of NARAYAN LUXURIA and of the common facilities and amenities and of the matters generally in the interest of the occupants of NARAYAN LUXURIA.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seal the day and the year first hereinabove written without any force & fear and with free will & consent.

SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED – SELLERS / VENDORS:

HEMANTBHAI R. PRAJAPATI himself and
As POA holder of Shri Jayantibhai D. Panchal &
Shri Pranav J. Panchal

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IN THE PRESENCE OF: