

AGREEMENT FOR SALE

THIS INDENTURE OF AGREEMENT FOR SALE made on ____ day of _____ 20__ Between **(1) Sureshchandra Pethabhai Gada** Aged 65, Occupation Business, Residing at B-22, Parshwanagar-II, Vasna Road, Vadodara whose Income Tax Pan Card No. **ACAPG0912F**, *through his Power of Attorney Holder and himself* **(2) Ronak Sureshchandra Gada** Aged 30, Occupation Business, Residing at B-22, Parshwanagar-II, Vasna Road, Vadodara whose Income Tax Pan Card No. **AJAPG4818R**, Hereinafter referred to as **“THE VENDOR/LAND OWNERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to includes its successors or assigns) of the **FIRST PART**

AND

“NIWAS DEVELOPERS” a Partnership Firm having its office at T.P No.16, F P No.14,Beside Pancham Bunglows,Vasna-Bhayli Road,Vadodara Whose Income Tax Pan Card No.**AAJFN9205H** Through its partner **Ronak Sureshchandra Gada** Aged 30, Occupation Business, Residing at B-22, Parshwanagar-II, Vasna Road, Vadodara Hereinafter referred to as **“CONFIRMING PARTY a THE DEVELOPERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to includes it's all partners from time to time, successors or assigns) of the **SECOND PART**

AND

_____Aged Adult, Occupation _____, Residing at _____ Whose Imcome Tax Pan Card No._____ Hereinafter referred to as **“THE PURCHASER/VENDEE”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to includes its successors and assigns) of the **THIRD PART.**

The PARTY OF THE FIRST PART & PARTY OF THE SECOND PART hereby executes this AGREEMENT FOR SALE in favour PARTY OF THE THIRD PART i.e. PURCHASER as under:

WHERE AS the Land owners/Vendor are seized & possessed non-agricultural land being R S No.7 Paiki-2, T. P. No. 16, F. P. No. 11 admeasuring 376 Sq. Mts. and R. S. No. 8 Paiki, T. P .No. 16, F. P. No. 14 admeasuring 1571 Sq. Mts. of village Saiyed Vasna, Taluka & District Vadodara, total admeasuring 1947 Sq Mtr.

WHERE AS the Land owners/Vendors became the owners of said project land being R S No. 7 Paiki-2, T. P. No. 16, F. P. No. 11, being City Survey No. 1561, admeasuring 376 Sq. Mts. by virtue of two diffrent registered sale deeds dt 8/10/12 vide Reg Sr No.56 dt.25/10/12 and dt.7/11/06 vide Reg Sr No.8328 dt.7/11/06 resp.

WHERE AS the Land owners/Vendors paikki no.1 Sureshchandra Pethabhai Gada gifted his part of undivided share in land being R S No. 7 Paiki-2, T. P. No. 16, F. P. No. 11, being City Survey No. 1561, admeasuring 188 Sq. Mts. by virtue of the gift deed dt 3/5/17 vide Reg Sr No.6850 to land owners/Vendors paikki no.2 Ronak Sureshchandra Gada. Thus, Land owners/Vendors paikki no.2 Ronak Sureshchandra Gada is now absolute owner of the project land being R S No. 7 Paiki-2, T. P. No. 16, F. P. No. 11, being City Survey No. 1561, admeasuring 376 Sq. Mts.

WHERE AS the Land owers paikki No.1 Sureshchandra Pethabhai Gada became the owner of said land being R. S. No. 8 Paiki, T. P .No. 16, F. P. No. 14, being City Survey No. 1562/C, admeasuring 1571 Sq. Mts. of village Saiyed Vasna, Taluka & District Vadodara, by registered sale deeds dated.18/3/05 Vide Registration Serial No.2046 dt.18/3/05 and by virtue of said Sale deeds name of landowner/vendor were entered in revenue record by mutation Entry No.3919 dated.25/10/13,certified on.2/11/13 & mutation Entry No.3650 dt.24/3/05,certified on 8/5/05 resp. Now said lands referred as to the **“Project Land”** under this deed.

WHERE AS District Collector of Vadodara had sanctioned

NA Permission in respect of land being R. S. No. 8 Paiki, T. P .No. 16, F. P. No. 14 admeasuring 1571 Sq. Mts. of village Saiyed Vasna, Taluka & District Vadodara, under their Order No.NA/RIVI/SR/38/2008-2009-No.JAMIN-D/KALAM-65/VASHI/767/2009 dt.27/06/2009 for using the project land for residential purpose.

WHERE AS District Collector of Vadodara had sanctioned NA Permission in respect of land being R. S. No. 7 Paiki 2, T. P .No. 16, F. P. No. 11 admeasuring 376 Sq. Mts. of village Saiyed Vasna, Taluka & District Vadodara, under their Order No.NA/RIVI/SR/440/2014-2015-No.JAMIN-D/KALAM-65/VASHI/6884/2014 dt.04/10/2014 for using the project land for residential purpose.

WHERE AS Vadodara Mahanagar Seva Sadan had sanctioned Raja Chitthi Vide No. Apartment/8/2013-14, Ward-11, dated 10/04/2013 and had sanctioned revised Raja Chitthi vide Raja Chitthi No. Apartment/67/2013-14/Ward-11, dated 04/07/2013 and had sanctioned revised Raja Chitthi vide Raja Chitthi No. Apartment/95/2016-1/Ward-11, dated 26/07/2016 to construct Residential Apartment as per approved plans.

WHERE AS notarized development agreement dated 05/07/2013 vide notarized serial No. 20406 executed by & between the land owners / vendors the party of the first part & Niwas Developers a confirming party of the second part in respect of the land being R. S. No. 8 Paiki, T. P .No. 16, F. P. No. 14, the confirming party the developer have organized & undertaken development & construct the different residential Towers vide Tower No A1-1(C), Tower No.A1-2(B), and Tower NoA1-3(A) (Total 3 towers) upon the project land which is known as “**Niwas**” Now referred as to the “ said project” under this deed.

WHERE AS registered development agreement dated 03/05/2017 vide Reg. serial No. 6580 executed by & between the land owners / vendors the party of the first part & Niwas Developers

a confirming party of the second part in respect of the land being R S No.7 Paiki-2, T. P. No. 16, F. P. No. 11, the confirming party the developer have organized & undertaken development & construct the different residential Towers vide Tower No A1-1(C), Tower No.A1-2(B), and Tower NoA1-3(A) (Total 3 towers) upon the project land which is known as "Niwas" Now referred as to the "said project" under this deed.

WHERE AS the landowners/vendors the party of the First Part and the developer a confirming Party, a Party of the Second Part agreed to sell / transfer Flat No._____ on _____ Floor of Tower_____ to be constructed on the said "**PROJECT LAND**" which is known as "NIWAS", hereinafter referred to as the "Said Flat" and more particularly described in the Schedule hereunder written, for total sale consideration of Rs._____(Rupees_____only)

WHERE AS the purchaser a Party of the Third Part agreed to purchase Flat No._____ on _____ Floor of Tower_____ to be constructed on the said "**PROJECT LAND**" which is known as "NIWAS", hereinafter referred to as the "Said Flat" and more particularly described in the Schedule hereunder written, for total sale consideration of Rs._____(Rupees_____only)

on following terms and conditions.

NOW THE PARTIES TO THIS AGREEMENT AGREED AS UNDER:

1. The purchaser has made advance payment towards the consideration in following manner, the receipt whereof the Vendor acknowledge the same:

a) Rs. _____ /- (Rupees_____) paid by the purchaser by way of cheque Vide cheque No. _____ of _____ dt. _____ / _____ /20 _____ and remaining amount of consideration Rs. _____ /- (Rupees_____) shall be payable by the purchaser in following manner.

1.

- b) If purchaser a party of the Third Part fail to pay any aforesaid installment, the present agreement shall stand cancelled and whatever earnest money paid by the purchaser under this agreement shall be forfeited and the same amount shall not be refunded by the landowners /vendors a Party of the First Part and confirming party a Party of the Second Part.
 - c) The Landowners/Vendors a Party of the First Part and the Confirming Party a Party of the Second Part shall execute the conveyance Deed within One Month from the completion of the construction of the said Flat and the possession of the said Flat shall be handed over to the purchaser a Party of the Third Part at the time of execution of the Conveyance Deed
 - d) It is also agreed by and between the parties that if the landowners/vendors a party of the First Part and confirming Party a Party of the Second Part fails to execute Conveyance Deed within One Month from the completion of the construction of the said Flat in spite of the purchaser a party of the Third Part has paid full and Final amount of consideration mentioned above, the purchaser a Party of the Third Part shall be entitle to get the Conveyance Deed executed by due process of law at the cost and risk of the Landowners/vendors and confirming Party.
2. The Title of the "PROJECT LAND" is free and marketable and there is no encumbrances whatsoever the "PROJECT LAND" and nobody has right interest over the said "PROJECT LAND" as well as it is not under any attachment nor attached by Government / Semi-Government or Local self Government however the purchaser a Party of the Third Part has verified the Title of the said "PROJECT LAND" and the permissions sanctioned by the Government / Semi-Government or Local self Government the respect of the said "PROJECT LAND".

3. The purchaser a Party of Third Part shall pay the registration charges, stamp duty and other miscellaneous expenses at the time of execution of Conveyance Deed and also pay the stamp duty, Registration charges and other miscellaneous expenses in respect of the present agreement.

SCHEDULE OF PROPERTY

All that piece and parcle of immovable property being **Flat No:___** on **___ floor** of **Tower ___** of residential project known as “**NIWAS**” being situated & constructed on non-agricultural land being **R S No.7 Paiki-2, T P No.16, F P No.11**, being **City Survey No. 1561** and **R S No.8 Paiki, T P No.16, F P No.14** being **City Survey No. 1562/C** of village **Saiyed Vasna** in Registration District Vadodara & Sub-registration District Vadodara Zone-3, admeasuring _____ Sq. Mts. along with pro-rate undivided share in the project land admeasuring..... Sq.Mts. which is bounded as under :-

TOWARDS EAST :

TOWARDS WEST :

TOWARDS NORTH :

TOWARDS SOUTH :

IN WITNESS WHEREOF, THE PARTIES, HERETO, HERE UNTO, HAVE SET AND SUBSCRIBED WITH THEIR RESPECTIVE HANDS AND SEALS TO THESE PRESENTS, ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

LANDOWNERS / VENDORS

WITNESS

SIGNED, SEALED
& DELIVERED

By the within named

(1) SURESHCHANDRA PETHABHAI
GADA
Through their Power of Attorney
Holder & himself

1) _____

2) _____

(RONAK SURESHCHANDRA GADA)

**CONFIRMING PARTY
THE DEVELOPERS**

SIGNED, SEALED & DELIVERED
BY "NIWAS DEVELOPERS"
Through its partner

(RONAK SURESHCHANDRA GADA)

THE PURCHASER/VENDEE :

SIGNED, SEALED & DELIVERED

By the within named
