

AGREEMENT FOR SALE
(Without Possession)

THIS AGREEMENT FOR SALE is made and executed at
Ahmedabad on this _____ day of _____, 2017.

#2#

BETWEEN

M/s. J.B.ENTERPRISE, A Sole Proprietorship firm through its Sole Proprietor Mr. Jignesh Babulal Shah, Adult, Indian Inhabitant, having address at A-602, Ganesh Plaza, Near Navrangpura Bus-Stand, Navrangpura, Ahmedabad, hereinafter referred to as the “Vendor” and/or “Firm” (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its present and future partners and their heirs, executors, successors, administrators, legal representatives and permitted assigns etc.) of the FIRST PART;
P. A. No. : AAPFB 6085 K

Aadhar No. : _____(Proprietor : Mr. Jignesh Babulal Shah)

AND

[1] _____

P. A. No. : _____

Aadhar No. : _____

[2] _____

P. A. No. : _____

Aadhar No. : _____

Both adult, Indian Inhabitant, having address at _____.

Hereinafter referred to as the "PURCHASER" (Which expression shall unless repugnant to the context and meaning thereof shall mean and include his/her/their/its heirs, legal representatives, executors, successors and assigns) of the SECOND PART.

The Vendor and Purchaser are hereinafter individually referred to as the 'Party' and collectively referred to as the 'Parties'.

WHEREAS-

(A) The Vendor is seized and possessed of or otherwise well sufficiently entitled to all that piece and parcel of land being Hissa No. 3 admeasuring about 1520 Sq.Mtrs. of Final Plot No. 32 of Khokhra-Mahemdabad-Ghodasar-

1-Town Planning Scheme No. 1(erstwhile Survey No. 44 Part) situated within the Village limits of Mithipur, Taluka : Maninagar and Registration Sub-District : Ahmedabad-7 (Odhav) and District : Ahmedabad. (For the sake of convenience hereinafter referred to as the “Said Land”).

- (B) The Vendor has purchased the Land from Hiranand Gangaram Bhagchandani etc. by sale deed registered in the Flat of the Sub-Registrar of Assurances under Serial No. 11997 dated 4-10-2008 and entry to that effect was mutated in the revenue record by Mutation Entry No. 1774 dated 21-8-2012, which was certified by the competent authority.**
- (C) The Non-Agricultural Permission for Residential purpose of the “Said Land” was granted by the City Deputy Collector, Ahmedabad under Order No. L.N.D.P.S.R.91 dated 7-1-1963.**
- (D) The Ahmedabad Municipal Corporation in Case No. BHNTI/SZ/231115/GDR/A5364/R0/M1 has sanctioned the plan of the said scheme and also Ahmedabad Municipal Corporation has issued Commencement Letter for construction vide Rajachitthi No. 7518/231115/A5364/R0/M1 dated 14-12-2016 and granted Development Permission.**
- (E) The “Vendor” has floated a Residential scheme known as “RAJSHREE SKYZ” (hereinafter referred to as the “Said Scheme”) on the “Said Land”.**
- (F) The said scheme has been registered under the Real Estate (Regulation and Development) Act, 2016 and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 under Registration No. _____ dated _____.**
- (G) The Vendor has initiated the construction from Basement to _____ floor as per the approved plan and Development permission.**
- (H) The Party of the Second Part has visited the said scheme and has shown his/her/their/its willingness to**

#4#

purchase Office/Flat No. _____ in Wing "_____" having Carpet Area ("Carpet Area" means the net usable floor area of an Property, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Property) admeasuring about _____ Sq.Mtrs. situated on _____ Floor of the said Scheme along with (i) Wash Area Balcony admeasuring _____ sq.mtrs.. (ii) 1 Balcony admeasuring about _____ sq.mtrs.. in the scheme known as "RAJSHREE SKYZ" together with undivided share in the said land admeasuring about _____ Sq.Mtrs. (for the sake of convenience hereinafter referred to as the "Said Property") from the "Vendor" for the negotiated price of **Rs. _____ /- Rupees**
Only.

- (I) The Vendor has provided the copies of Approved Lay-Out Plan, Key-Plan, Building Plan, Elevation Plan, Section Plan etc., N.A. permission, Sale Deed, 7/12 Extracts, all Mutation Entries No. 6, necessary orders/permissions, Loan Papers, Receipts of the Land Revenue, Title Clearance Certificate / Search Report etc. to the Party of the Second Part and after getting it verified through the Advocate / Solicitor / Legal Expert and after being satisfied with the same the Party of the Second Part has agreed to purchase the Said Property from the Vendor.
- (J) The Vendor has given all the information about quality of the materials and goods used in the said scheme to the purchaser, which the Purchaser has got verified through their experts of the respective fields and the Purchaser is fully satisfied with same.
- (K) The Vendor will obey all the terms and conditions, restriction laid down by the competent authority for passing the plan of the said scheme and will construct the said scheme accordingly. The vendor will be responsible for completing the construction of the said

scheme and obtain B.U.Permission / Completion Certificate from the competent authority.

- (L) The Parties herein hereby agrees to obey the following terms and conditions mentioned in this Agreement for Sale and also agrees to obey the Rules and Regulations / Laws enacted and framed from time to time by the Government.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS

- (1) The “Vendor” has agreed to sell to the party of the Second Part and the Party of the Second Part has agreed to purchase the "Said Property" (more particularly described in the schedule hereunder written) from the “Vendor” at or for the negotiated lump sum consideration of Rs. _____ /- Rupees
Only.
- (2) The Vendor has initiated the construction as per the plans approved from the competent authority and will complete the construction as per the approved plan and will obtain the Building Use Permission and will hand over the possession of the common areas.
- (3) The vendor will have to complete the construction of the said scheme as per the approved plan till _____ and will have to obtain B.U.Permission / completion certificate and will hand over the possession of the common areas.
- (4) The information regarding the flooring, sanitary fittings, lifts etc. to be used in the said scheme has been annexed herewith as “Annexure A” and the Vendor will have to use the same materials / products in the said scheme. In case of any crisis in the supply of the same materials the Vendor may use the same quality or the superior quality of the other company.
- (5) In Future, if the vendor have to do the alteration in the construction as per the laws enacted by the Government and if it hinders the booked units/property of the

Purchaser then the Vendor will intimate to the purchaser about such alteration and will alter the construction as per the rules and regulation of the Government.

- (6) The Party of the Second Part has paid the following amount towards booking and completed construction work to the Vendor as per the details mentioned below:

Amount Rs.	Cheque No.	Name of Bank

The Vendor hereby acknowledges the receipt of the same and admits that the said amount shall be adjusted against the total consideration at the time of execution of Sale Deed.

The Balance consideration in respect of the Said Property shall be payable by the Party of the Second Part as per the payment slab mentioned below :-

<u>Work Progress</u>	<u>Amount in % to be paid by the Purchaser to the Vendor</u>
Slab of Basement	20% of the Total Consideration Price
Slab of Second Floor	10% of the Total Consideration Price
Slab of Fifth Floor	10% of the Total Consideration Price
Slab of Seventh Floor	10% of the Total Consideration Price
On initiation of Bricks Works	10% of the Total Consideration Price
Slabs with podiums and stilts	Amount equaling to 70% of the Total Consideration Price
on completion of the walls, internal plaster, floorings doors and windows	Amount equaling to 75% of the Total Consideration Price
on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level	Amount equaling to 80% of the Total Consideration Price
on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing	Amount equaling to 85% of the Total Consideration Price
on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements	Amount equaling to 95% of the Total Consideration Price
At the time of handing over of the possession of the Property to the Purchaser on or after receipt of B.U.Permission / completion certificate.	Amount equaling to 100% of the Total Consideration Price

- (7) The Vendor hereby declares that the Floor Space Index available as on date in respect of the said land is square meters only and Vendor has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as

mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said scheme. The Vendor has disclosed the Floor Space Index of as proposed to be utilized on the said land in the said scheme and purchaser has agreed to purchase the said Property based on the proposed construction and sale of Property to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

(8) REPRESENTATION AND WARRANTIES OF THE VENDOR:

- (i) The Vendor has clear and marketable title with respect to the said land; as declared in the title report and has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said land for the implementation of the said scheme;**
- (ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the said scheme and shall obtain requisite approvals from time to time to complete the development of the project;**
- (iii) There are no encumbrances upon the said land or the said scheme except those disclosed in the title report;**
- (iv) There are no litigations pending before any Court of law with respect to the said land or said scheme except those disclosed in the title report;**
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said scheme, said 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 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 said land, including the said scheme and the said property which will, in any manner, affect the rights of 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 purchaser in the manner contemplated in this Agreement;
 - (ix) 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- (9) The Purchaser will not 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 damage 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

Purchaser in this behalf, the Purchaser shall be liable for the consequences of this breach.

- (10) The Purchaser, within 15 days of the written notice from the Vendor, agrees to pay his/her/their/its proportionate maintenance expenses, security deposit in connection with the electricity, water connection, as may be demanded by the local competent authority/Government, in the said property and also to pay the escalation, if any .
- (11) The purchaser cannot give the said property on lease, sub-lease, rent, leave and license or in any manner for his/her/their/its personal benefit till the total sale consideration of the said property is completed.
- (12) The Purchaser shall pay a sum of Rs. _____=00 for meeting all legal costs, charges and expenses, including professional costs to the Attorney-at-Law/Advocates and the Purchaser will automatically become the member of the maintenance body upon the execution of the Deed of Conveyance in favour of the Purchaser.
- (13) The Vendor, upon obtaining the occupancy certificate from the competent authority will intimate the purchaser within 7 (Seven) days to make the payment of the remaining amount and take the possession of the said property. In case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor, the Vendor agrees to pay the interest of 6% per annum on the amount advanced to the vendor by the purchaser. The Purchaser agrees to pay to the Vendor, interest at the rate of 6% per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or association of Purchasers, as the case may be.
- (14) Without prejudice to the right of Vendor to charge interest in terms of sub clause above, on the Purchaser

committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her/their/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor shall at its own option, may terminate this Agreement and the purchaser will not be allowed to create any dispute, litigation, court case etc. against the vendor and if, so raised then it will be considered as null and void by these presents.

- (15) The vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, or its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement ex-parte.
- (16) Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor) within a period of thirty days of the termination, the installments of sale consideration of the said property which may till then have been paid by the Purchaser to the Vendor.
- (17) The Vendor shall give possession of the property to the purchaser on or before March, 2020 If the Vendor fails or neglects to give possession of the Property to the Purchaser on account of reasons beyond the control the vendor and of its agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received in respect of the Property with interest at the same rate as may be mentioned in the clause above herein above from the

date the Vendor received the sum till the date the amounts and interest thereon is repaid.

(18) The Vendor shall be entitled to reasonable extension of time for giving delivery of said property on the aforesaid date, if the completion of building in which the said property is situated is delayed on account of-

(i) War, civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(19) The Purchaser shall take possession of the said property within 15 days of the written notice from the Vendor to the Purchaser intimating that the said property is ready for use and occupancy and if the purchaser fails to take the possession within 15 days of the written notice then the purchaser agrees to pay his/her/their/its proportionate maintenance expenses, security deposit in connection with the electricity, water connection in the said property and also to pay the escalation and balance amount towards the said property, if any .

(20) If within a period of five years from the date of handing over the Said Property to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Said Property or the building in which the Said Property are situated or any defects on account of workmanship, quality or provision of service, then, whenever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act.

Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor. The Vendor shall also not be held

#12#

liable if any defects occur due to the negligence of the purchaser such as drilling done for the workmanship of POP, furniture, fittings occurring in the damage of walls, joints, beam, structure etc..

- (21) The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the Building Use Permission / occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in above clause of this Agreement.
- (22) The Vendor assures and declares unto the Purchaser that the said property was purchased out of the funds of Vendor and hence except the Vendor nobody else is having right, title, share, claim and interest and prior to the conveyance of the said Property, the Vendor has not sold, transferred, assigned, mortgaged or gifted the said property or any part thereof to anybody else and that there is no any order passed by any court of law restraining the Vendor from being sale, transfer, assign, mortgage of the said property to anybody else and that there are no legal proceedings standing or held on the said property by any court or authority nor any such order is issued or served by any court or authority and that the said property is not under any acquisition, requisition or reservation and that our titles to the said property are absolutely clear, marketable and saleable.
- (23) The possession of the said property will be handed over to the purchaser upon the receipt of B.U

Permission/Occupancy Certificate and upon receipt of full and final consideration at the time of Sale Deed.

- (24) If the Purchaser has paid the total consideration amount and the vendor does not execute the sale deed in favour of the purchaser then purchaser shall have right to require specific performance by the Vendor of this agreement.**
- (25) The Purchaser will have to compulsorily become the member and obey the rules and regulations of the maintenance body to be formed in future. The purchaser will have to pay the amount of maintenance deposit, without any objection, to be collected by the maintenance body, in future.**
- (26) The Purchaser cannot transfer the said property to anybody on the basis of this Agreement for Sale.**
- (27) The vendor will have to pay the local authority taxes such as revenue, taxes, cesses etc. up to the date of execution of sale deed and from the date of execution of sale deed the purchaser will have to pay the same.**
- (28) That, Upon the execution of the sale deed in favour of the purchaser by the vendor, the Purchaser will use all the common areas, common amenities with peace and harmony will all other members of the said scheme and without creating any hindrance and dispute. The total consideration price excludes the amount payable to the Torrent Power – Electricity, Corporation Expenses, Maintenance, Stamp Duty, Registration Fees, Goods and Service Tax or any other Governmental or Semi-Governmental Expenses.**
- (29) The Purchaser/s are not entitled to make any change in interior/exterior elevation, exterior colour scheme of the said scheme. The Purchaser/s shall not be entitled to make any change/alteration in internal/external structure of the Said Property.**

- (30) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- (31) This Agreement for sale is to be read and understood and may be amended in future as per the provisions made under the Real Estate (Regulation and Development) Act, 2016 and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 and may be modified accordingly.
- (32) Any dispute between parties shall be settled amicably.
- (33) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Ahmedabad courts will have the jurisdiction for this Agreement.
- (34) That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Purchaser

Name : -
Address :-
Email ID :-

Vendor

Name :- M/s. J.B.ENTERPRISE
Address :- A-602, Ganesh Plaza, Near Navrangpura
Bus-Stand, Navrangpura, Ahmedabad
Email ID :-

#15#

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

- (35) In Case of more then One Purchaser the communication will be done in the name of First Purchaser and will be considered to be received by all the purchasers.
- (36) The out of pocket expenses, costs, and charges of and incidental to this agreement such as Stamp Duty, Registration Fee, Advocate/Solicitor Fees, Typing Expenses, Misc. Expenses etc. shall be borne by the party of the Purchaser Only.

SCHEDULE ABOVE REFERRED TO
(Description of the said Immovable Vendor)

All That Immovable Vendor Flat No. _____ in Wing " ____ "

having Carpet Area ("Carpet Area" means the net usable floor area of an Property, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Property) admeasuring about _____ Sq.Mtrs. situated on _____ Floor of the said Scheme along with (i) Wash Area Balcony admeasuring _____ sq.mtrs.. (ii) 1 Balcony admeasuring about _____ sq.mtrs.. in the scheme known as "RAJSHREE SKYZ" together with undivided share in the said land admeasuring about _____ Sq.Mtrs. forming part of the Non-Agricultural land

#16#

being Hissa No. 3 admeasuring about 1520 Sq.Mtrs. of Final Plot No. 32 of Khokhra-Mahemdabad-Ghodasar-1-Town Planning Scheme No. 1(Erstwhile Survey No. 44 Part) situated within the Village limits of Mithipur, Taluka : Maninagar and Registration Sub-District : Ahmedabad-7 (Odhav) and District : Ahmedabad.

The said "RAJSHREE SKYZ" scheme is bounded as follows :-

On or towards East : By Nylon Net Plants
On or towards West : By Road
On or towards North : By Hissa No. 2 of Final Plot No. 32
On or towards South : By Hissa No. 4 of Final Plot No. 32

Note :- The contents of this deed are read and explained to the parties in their respective vernacular language and after understanding the same, parties have put their hands on these presents.

IN WITNESS WHEREOF the "Said Firm" hereto through its authorized Partner has hereunto executed this Agreement on the Day Month and year herein above written.

**SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED VENDOR –**

**M/s J.B.Enterprise
through its Sole Proprietor -
Mr. Jignesh Babulal Shah**

In the presence of :

1. _____

2. _____

#17#

SCHEDULE AS PER SECTION 32(A) OF THE REGISTRATION ACT

Signature, photo & thumb impression of the within named Vendor-

M/s B.V.R. Buildcon through its Partner -

Signature, photo & thumb impression of the within named Purchaser/s-
