

AGREEMENT FOR SELL
(WITHOUT POSSESSION)

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For a constructed property being **Flat No.**_____ having Carpet Area containing by admeasuring **87.96 Sq. Mtrs.** or thereabouts (____ Sq. Mtrs. Built-up Area as per plans approved by AUDA) on _____ floor together with undivided proportionate land share of 41.10 Sq. Mtrs. in total land of the scheme known as **“SHALIN SKY”** lying, being and situated on the residential purpose non-agricultural land bearing Final Plot No.86 of (allotted in lieu of Block No.86, containing by admeasuring 2934 Sq. Mtrs.) containing by admeasuring 1760 Sq. Mtrs. of T.P. Scheme No.1 (Bopal) of Mouje Village **BOPAL**, Taluka Daskroi Registration District Ahmedabad and Sub District **Ahmedabad-9 (Bopal)**.

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Vendor – First Party:-

Shalin Realty LLP

Pan No.ACUFS 7458 Q

An LLP having its Office at – 7, Shalin Bungalows, Thaltej-Shilaj Road, Shilaj, Ahmedabad-380059, represented through its Administrative Partner, **Simitbhai Ramanlal Shah**, Adult by age, Religion Hindu, Occupation Business, Residing at – 51, Sanskar Bharti Society, Ankur Char Rasta, Naranpura, Ahmedabad-380013.

Hereinafter referred to as “the Vendor” and/or “First Party” in this agreement, that expression shall mean and include the vendor, LLP, its partners, authorized partner/signatory, executors, administrators, assignees and attorneys at present and from time to time.

Purchaser – Second Party:-

(1) _____

Pan No._____

Aged ____ years, Occupation Business/Service, Hindu by Religion,
Residing at – _____.

(2) _____

Pan No._____

Aged ____ years, Occupation Business/Service, Hindu by Religion,
Residing at – _____.

Hereinafter referred to as “the Purchaser” and/or “Second Party” in this agreement, that expression shall mean and include the purchaser and his/her/ their legal heirs, ancestors, successors, executors, administrators, transferees, assignees.

WHEREAS

All that piece or parcel of the property having **Flat No._____** having Carpet Area containing by admeasuring **87.96 Sq. Mtrs.** or thereabouts (98.96 Sq. Mtrs. Built-up Area as per plans approved by AUDA) on _____ floor together with undivided proportionate land share of 41.10 Sq. Mtrs. in total land of the scheme known as **“SHALIN SKY”** lying, being and situated on the residential purpose non-agricultural land bearing Final Plot No.86 of (allotted in lieu of Block No.86, containing by admeasuring 2934 Sq. Mtrs.) containing by admeasuring 1760 Sq. Mtrs. of T.P. Scheme No.1 (Bopal) of Mouje Village **BOPAL**, Taluka Daskroi Registration District Ahmedabad and Sub District **Ahmedabad-9 (Bopal)** is independently owned, occupied and possessed by the vendor first party, hereinafter in this Agreement for Sale referred to as **"the said Property"**.

And whereas the Hon'ble District Collector, Ahmedabad has granted Non-Agricultural Use Permission for the said land bearing Final Plot No.86 (allotted in lieu of Block No.86, containing by admeasuring 2934 Sq. Mtrs.) containing by admeasuring 1760 Sq. Mtrs. of T.P. Scheme No.1 (Bopal) for Residential Purpose by their Order No.CB/LAND-2/NA/SR-132/2013, dated 12/04/2013, and entry to that effect was entered in the revenue records by Entry No.10457 on dated 29/10/2015, which was certified by the competent authority on dated 26/01/2016.

And whereas the Vendor has purchased the residential purpose non-agricultural land bearing Final Plot No.86 (allotted in lieu of Block No.86, containing by admeasuring 2934 Sq. Mtrs.) containing by admeasuring 1760 Sq. Mtrs. of T.P. Scheme No.1 from its landowners named, (1) Kusumben Mohanlal, (2) Saurabhbhai Ashokbhai, (3) Nimaben D/o Lalitbhai & W/o Vishalbhai Rohitbhai, (4) Krushnaben alias Krishnaben W/o Shitalbhai Jagdishbhai, (5) Simitbhai Ramanlal, (6) Bipinkumar Chhotubhai Desai and (7) Anandiben D/o

Ramshankar Raval & W/o Pramodray Raval by a Conveyance Deed, duly registered in the Office of the Sub-Registrar of Ahmedabad-9 (Bopal) on dated 14/12/2015 under Serial No.7900, and entry to that effect was entered in the revenue records by Entry No.10506 on dated 19/12/2015, which was certified by the competent authority on dated 22/02/2016.

And whereas competent authority of the Senior Town Planner, Ahmedabad Urban Development Authority (AUDA) has approved layout and building construction plans for said land and also issued Development Permission by their Letter No.PRM/43/2/2013/452, dated 22-30/09/2015.

And whereas the Vendor herein has completed construction of flat type residential units in the name of **“SHALIN SKY”** on above said land as per above mentioned plans, permissions, specifications and provisions duly approved by competent authority of the Ahmedabad Urban Development Authority (AUDA) written hereinabove AND and also the competent authority of Assistant Town Planner, Ahmedabad Urban Development Authority has issued Building Use Permission on dated 19/06/2017 under Letter No.Use/CMP/5318/ 5/207/316, dated 15/06/2017 WHICH has been personally visited by the purchaser herein and after full satisfaction about location, construction, rate/consideration of the scheme as well as said property and after verification of title deeds and documents, title clearance certificate/title report of the entire land and necessary permissions about entire land as well as quality of construction, carpet area of said property as per RERA Act the purchaser having desirous to purchase said property and further requested the Vendor to allot said property in his/her names therefore the vendor-first party has allotted said property to the purchaser-second party (more particularly described in the schedule written hereunder) and agreed to sale/convey for a total sale consideration of **Rs._____ (Rupees _____ Only)** by virtue of this agreement and against this total sale consideration, purchaser-second party has paid below mentioned 10% (ten percent) amount to the

vendor-first party towards Earnest Money as per details written hereunder in the Schedule of Payment.

CONDITIONS

1. After discussions and mutual understanding between the parties herein, total sale consideration of said property is agreed for **Rs._____ (Rupees _____ Only)** which is also accepted and confirmed by the Purchaser for which he/she does not have any type of dispute, objection or clash hereinafter at any time in future.
2. Tenure of this agreement is decided for ____ (____) months from today and Vendor has not handed over possession of said property to the Purchaser by virtue of this agreement, but that will be handed over after receiving total sale consideration amount from the purchaser as well as after execution and registration of final conveyance deed of the said property.
3. The purchaser has paid 10% (ten percent) Earnest Money to the vendor out of total sale consideration amount described in below mentioned Schedule of Payment and the vendor hereby accept and acknowledge such amount subject to adjust this amount in total sale consideration amount at the time of execution of final sale deed.

SCHEDULE OF PART PAYMENT

Rs._____-/- Rupees _____ Only paid by purchaser through
Cheque No._____, dated _____ drawn on _____
Bank of India, _____ Branch to the vendor being 10%
(ten percent) amount being Earnest Money out of total sale
consideration amount, which is hereby accepted by the Vendor.

SCHEDULE OF BALANCE PAYMENT

Rs._____-/- Rupees _____ Only is to be paid by purchaser to the vendor being 30% (thirty percent) amount out of total sale consideration amount after execution of Agreement For Sale, which is hereby confirmed by purchaser to pay to the Vendor time to time without fail.

Rs._____-/- Rupees _____ Only is to be paid by purchaser to the vendor being 45% (forty five percent) amount out of total sale consideration amount on or before _____, which is hereby confirmed by purchaser to pay to the Vendor time to time without fail.

Rs._____-/- Rupees _____ Only is to be paid by purchaser to the vendor being 70% (seventy percent) amount out of total sale consideration amount on or before _____, which is hereby confirmed by purchaser to pay to the Vendor time to time without fail.

Rs._____-/- Rupees _____ Only is to be paid by purchaser to the vendor being 75% (forty five percent) amount out of total sale consideration amount on or before _____, which is hereby confirmed by purchaser to pay to the Vendor time to time without fail.

Rs._____-/- Rupees _____ Only is to be paid by purchaser to the vendor being 80% (eighty percent) amount out of total sale consideration amount on or before _____, which is hereby

confirmed by purchaser to pay to the Vendor time to time without fail.

Rs._____-/- Rupees _____ Only is to be paid by purchaser to the vendor being rest of total sale consideration amount on or before _____, which is hereby confirmed by purchaser to pay to the Vendor time to time without fail.

Rs._____-/- Rupees _____ Only
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Pursuant to above facts, said 10% (ten percent) amount of Rs._____-/- **(Rupees _____ Only)** is already received by the vendor from purchaser being Earnest Money against total consideration amount and vendor hereby acknowledges the receipt thereof HOWEVER the Purchaser hereby indemnified the vendor that the purchaser is and will be binding to pay the remaining amount as per Balance Payment Schedule mentioned hereinabove without fail TOGETHER WITH the exclusive payment as under.

Rs._____-/- Rupees _____ Only is to be paid by purchaser to the vendor being maintenance deposit and running maintenance as well, before handing over possession of the said property to the Purchaser, which is hereby confirmed by purchaser to pay to the Vendor at that time.

It has been agreed and decided between the parties herein that if the Purchaser delays or fails to pay amount of consideration, Vendor shall having undisturbed rights to cancel this agreement as well as forfeit the amount of Earnest Money and at that time Purchaser shall not be entitled to purchase the said property AND FURTHER his/her rights to purchase said property will be terminated and ended however Vendor at its sympathy and keenness, can refund amount to the

Purchaser after deduction of 10% (ten percent) of total sale consideration amount from total amount paid by the Purchaser AT convenient to the Vendor *means* while Vendor got booking of said unit from other buyer/ customer and receiving amount from such new buyer. However at that time Purchaser will not be entitled to make hurry to receive such amount of refund after deduction as above and also not to create any type of dispute, quarrel, objection, charge, claim, suit, hitch and/or hindrance on the basis of this agreement – and with this entire clarification and understanding, Purchaser has willingly and with his/her cleverness, entered in this agreement and subscribed his/her signature hereunder binding with all terms, conditions and stipulations written herein and also Purchaser hereby assured and indemnified with the Vendor for all such bindings.

4. That the purchaser has verified Title Clearance Certificate/Report, non-agricultural use permission, building plans, construction/development permission etc legal documents pursuant to above referred land of said scheme and also understood Built-up Area as well as Carpet Area of the said property AND after satisfaction of purchaser in all above matters, the vendor has executed this agreement in favour of purchaser, upon request and as per instruction of the purchaser.
5. Construction of the said property/scheme is already completed and also competent authority of Assistant Town Planner, Ahmedabad Urban Development Authority has issued Building Use Permission on dated 19/06/2017 under Letter No.Use/CMP/5318/5/207/316, dated 15/06/2017 and above mentioned amount includes cost of construction along with undivided land share in total land of the scheme.
6. That the Vendor have to execute final register sale deed for said property only in the name of purchaser and has to hand over vacant, peaceful and

physical possession thereof to the purchaser hereto after receiving full and final amount of consideration from the purchaser.

7. That the Vendor hereby assure and indemnify the purchaser that the vendor has not executed any writing, banachitthi, agreement, power of attorney or any type of other agreement for the said property and accordingly has not conducted any acts whichever damages titles of the said property anytime.
8. That the vendor-first party will have to pay all type of taxes, cesses, charges etc regarding the said property till the date of execution of sale deed of said property and thereafter the purchaser-second party shall be liable for the same.
9. Vendor is and will not entitled to execute any type of agreement for sale, writing for the said property in favour of any person, firm, institution or government-semi government authorities during continuation of your rights on the said property by virtue of this agreement for sale.
10. Total sale consideration of the said property mentioned in this Agreement for Sale, includes costs of construction, proportionate land share, therefore the purchaser-second party has to pay legal charges, GST and other applicable taxes, amount of running maintenance as well as maintenance deposit and all other expenses for extra work additionally as and when demanded by vendor. (AS PER ACTUAL).
11. All members/buyers of the said scheme have to constitute service society / association for appropriate maintenance as well as management of the entire scheme “**SHALIN SKY**” and all purchasers/buyers of units of the scheme have to become member of such service society / association and also have to borne expenses of formation thereof. Further all of them have

to abide with rules and regulations thereof whatever formed, appended and amended from time to time. Party of the Second Part shall have to deposit the amount towards maintenance additionally and apart from the sale consideration amount to the concerned authority before execution of sale deed of the said property.

12. Purchaser-Second Party shall liable for repayment of loan whatever obtained by him/her from any bank (nationalized, co-operative or scheduled) or any financial institution on the said property along with interests, charges and concerned fees thereof *however* the vendor-first party shall co-operate the purchaser with providing Xerox copies of all necessary legal documents without any additional levies/charges to the purchaser-second party for loan purpose against that purchaser hereby binding with the vendor that if the concerned authority rejects loan proposal of the purchaser, then he/she will be binding to refund such papers/copies/documents without misuse thereof.
13. Name of the scheme should be **“SHALIN SKY”** always which cannot be changed and/or altered by anybody any how at any time in future and each and every buyer/purchaser of flat of the scheme has/have to follow rules, regulations & resolutions of the scheme whatever amended from time to time.
14. That the vendor has not transferred assigned the said property to anybody OR not agreed to do so thus nobody has any type of right, share or interest therein and further vendor has not created any lien, charge, encumbrance, burden towards any mortgage, loan or anything pursuant to said property, and accordingly vendor hereby indemnified purchaser that said property is having clear and marketable rights and titles however if anybody creates any type of right, share, interest or concern in the said property that will be

solved by the Vendor and the same will be cancelled and removed by virtue of this Agreement For Sale.

15. Vendor First Party has uninterrupted rights about the entire scheme of flat type residential units known as **“SHALIN SKY”** however it has been accepted by Purchaser herein that, the Vendor has published brochure, pamphlets, advertisement boards, hoardings for appropriate promotion of the said scheme wherein few mistakes may be lapses due to oversight or omission hence it has been understood particularly by Purchaser that parts, items, objects shown therein are/will not be a part of said scheme and on that basis, Purchaser shall not create any type of claim, charge or objection, obstruction in future and also it has been binding by Purchaser that he/she shall not use such advertising materials for any legal or illegal use or purpose at any time in future.
16. As per conditions of this Agreement For Sale mentioned hereinabove, PURCHASER shall borne all expenses towards execution of this Agreement For Sale and Sale Deed for the said property such as Stamp Duty, Registration Fee, Drafting, Advocate Fees, Xerox and other allied miscellaneous expenses out of pocket etc.
17. It is further accepted by the purchaser-second party that he/she shall have to borne all expenses regarding transfer the said property in his/her name in the record of revenue authority as well as record of the concerned government semi government and other authorities and the vendor-first party shall provide its signatures and witnesses when necessitated for above purpose.

SCHEDULE

ALL THAT piece or parcel of the property of **Flat No._____** having Carpet Area containing by admeasuring _____ **Sq. Mtrs.** or thereabouts (_____ Sq. Mtrs. Built-up Area as per plans approved by AUDA) on _____ floor together with undivided proportionate land share of 41.10 Sq. Mtrs. in total land of the scheme known as **“SHALIN SKY”** lying, being and situated on the residential purpose non-agricultural land bearing Final Plot No.86 of (allotted in lieu of Block No.86, containing by admeasuring 2934 Sq. Mtrs.) containing by admeasuring 1760 Sq. Mtrs. of T.P. Scheme No.1 (Bopal) of Mouje Village **BOPAL**, Taluka Daskroi Registration District Ahmedabad, Sub District **Ahmedabad-9 (Bopal)**.

Details of four boundaries of said property are:

Towards East :
Towards West :
Towards North :
Towards South :

Accordingly the said property within the four boundaries and admeasurements duly highlighted in Layout Plan attached herewith along with rights of way and easement to pass and re-pass through the internal roads with or without all types of vehicles and all other rights appertaining and attached thereto

The above referred Agreement For Sale is executed by the parties hereto with own free will in sound state of mind and body and good physical health without any force or coercion and the same is binding to the parties and their legal heirs, successors, executors, administrators, assignees.

Today on this ____ day of _____ – Two Thousand _____ at Ahmedabad.

Vendor – First Party:-

Shalin Realty LLP,

A partnership firm through its

Administrative Partner, _____

Mr. Simitbhai Ramanlal Shah

Have subscribed their signatures in
the presence of following witnesses:

(1) _____

(2) _____

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SCHEDULE

As per Section-32(A) of The Registration Act

<u>Vendor – First Party:-</u>	Photograph	Party’s Left Hand
		Thumb Impression

Shalin Realty LLP
A partnership firm through its
Administrative Partner,

Mr. Simitbhai Ramanlal Shah

<u>Purchaser – Second Party:-</u>	Photograph	Party’s Left Hand
		Thumb Impression

(1) _____

(2) _____

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ANNEXURE-A

(Copy of Registration Certificate obtained from
Real Estate Regulatory Authority)

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Page No.: 16

ANNEXURE-B

(Copy of Title Clearance Certificate/Report)

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Page No.: 17

ANNEXURE-C

(Copy of Layout Plan, Design, Specification, Common Area, Common
Facilities and Common Amenities and Map of said Property)

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Page No.: 18

ANNEXURE-D

(Copy of Fixtures, Fittings and Amenities to be provided in the said Flat and Building as well)

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