

AGREEMENT FOR SALE

FIRST PARTY

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VENDOR

KALIKA BUILDCON PVT. LTD,
a company registered under the provisions of
the Companies Act 1956 registered with
CIN: U45201GJ1997PTC031764 dated 20-02-
1997, having its registered office at: 53, Nirant
Park Society, Near Sun- N- Step Club, Thaltej,
Ahmedabad,[**PAN:AACCK3275G**]

through it's Authorized Signatory/Director

Mr. Amrishbhai Rambhai Patel

aged about 59 years, Occupation - Business,

Residing at: 53, Nirantpark Co. Op. Housing

Soc. Ltd, Thaltej, Ahmedabad-380 061.

(Hereinafter in this Agreement for sale

referred to as “the **Vendor**” or “**First Party**”,

which expression shall unless it be repugnant

to the context or meaning thereof be deemed

to mean and include the said "**Vendor**",

and its Directors, executors, administrators,

successors, legal representatives and assigns)

of the First Part.

SECOND PARTY

PURCHASER

: (1) Mr. _____

PAN NO.: _____

Aged about ____ years,

Having Address at

(2) Mrs. _____

PAN NO.: _____

Aged about ____ years,

Having Address at

(Hereinafter in this Agreement for Sale

collectively referred to as “the

Purchaser/ Second Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said **"PURCHASER"** and their heirs, legal representatives, successors and assigns) of the **Second Part**.

The Vendor and Purchaser shall hereinafter collectively be referred to as Parties and individually as **VENDOR** and **PURCHASER** respectively.

WHEREAS:

- (a) The **VENDOR** herein **KALIKA BUILDCON PVT. LTD** is the absolute owner and is seized and possessed of and otherwise well and sufficiently entitled to the piece or parcel of Non-Agricultural land bearing Sub Plot no.13 (Original Sub Plot No. 11) admeasuring 1776 sq. mtrs of Final Plot No. 306 paiki of Town Planning Scheme no. 20 subsequently given City Survey No. 1457 admeasuring 1776 sq. mtrs. of City Survey Ward Gulbai Tekra situate, lying and being at Moje Kocharab, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) and shall be more particularly described in the **Schedule I** herein and shall hereinafter be referred to as the said **"said Land"** in this Agreement for Sale.
- (b) That [1] Vatsal Navneetlal Parikh (11%) [2] Rajshree Vatsal Parikh (11%) [3] Nishant Vatsal Parikh (23%) [4] Shefali Chintan Parikh (33%) and [5] Krushnachintan Chintan Parikh (22%) sold and conveyed the said land bearing Sub Plot no.13 (Original Sub Plot No. 11) admeasuring 1776 sq. mtrs of Final Plot No. 306 paiki of

Town Planning Scheme no. 20 subsequently given City Survey No. 1457 admeasuring 1776 sq. mtrs. of City Survey Ward Gulbai Tekra situate, lying and being at Moje Kocharab, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) to KALIKA BUILDCON PVT. LTD. Mutation Entry to the said effect has been made in the City Survey Records vide Entry No. 1850 dated 30-04-2015.

- (c) That Revised N.A. Use permission for Commercial purpose for the land bearing Sub Plot no.13 (Original Sub Plot No. 11) admeasuring 1776 sq. mtrs of Final Plot No. 306 paiki of Town Planning Scheme no. 20 subsequently given City Survey No. 1457 admeasuring 1776 sq. mtrs. of City Survey Ward Gulbai Tekra situate, lying and being at Moje Kocharab, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) is granted by Collector, Ahmedabad vide its order bearing No. N.A/U-1/Kochrab/Kalam-65-A/Case No. 78/2014 dated 16-04-2015. Mutation Entry to the said effect has been made in the City Survey records by Entry No. 1849 dated 30-04-2015.
- (d) The **VENDOR** herein had for the purpose of starting a Commercial scheme, submitted its plans to Ahmedabad Municipal Corporation (AMC) which are sanctioned by AMC by order passed in Case No. BLNT/WZ/190614/GDR/A2199/R0/M1 dated 17-04-2015 and Raja chithi no. 03581/190614/A2199/RO/M1. Thereafter Revised Plan was approved by the Ahmedabad Municipal Corporation by order bearing Rajachitthi no. 5514/190614/A2199/R0/M2 in case no. BLNTI/WZ/190614/GDR/A2199/R0/M2 dated 01-03-2016.
- (e) That the **VENDOR** has developed the said **Land** and is constructing Commercial Scheme named "**3RD EYE VISION**". The

said commercial scheme “3rd EYE VISION” (hereinafter referred to as “**said Project**”) comprises of many Commercial Units of different areas.

- (f) The **PURCHASER** herein is desirous of purchasing an office for it's business purpose. The **PURCHASER** has approached the **VENDOR** to purchase Showrooms bearing Unit No 102 admeasuring about 2125 sq.ft (Super built up area) situated on the First Floor in the said Project **3RD EYE VISION**.
- (g) The **VENDOR** has given a copy of the approved plan, Commencement Certificate issued by AMC, copies of Sale Deed in favour of **VENDOR**, its Index No.2, Property Card, Copies of commercial N. A. Use permission, etc. to the **PURCHASER** herein. The **PURCHASER** is also provided with a copy of Title Report prepared by M/s Jani & Co., Solicitors & Advocates. The **PURCHASER** has carefully inspected and studied the same and is fully satisfied about them. The **PURCHASER** is fully satisfied about the right, title and interest of the **VENDOR** and its predecessors-in-title with respect to the said **Land** on which the **Project “3RD EYE VISION”** is constructed as well as development permissions granted by competent authority and the competency of the **VENDOR** to develop the said **Project**. The **VENDOR** shall apply for obtaining Building Use Permission/Occupancy Certificate in due course and will obtain/shall obtain it upon completion of construction.
- (h) The **VENDOR** and **PURCHASER** have negotiated for the sale of the Showroom bearing Unit No ____ admeasuring about _____ sq.ft (Super built up area) situated on the _____ Floor (_____ Floor as per plan approved by AMC) in “**3RD EYE VISION**” project along with undivided proportionate land of Sub

Plot no.13 (Original Sub Plot No. 11) admeasuring 1776 sq. mtrs of Final Plot No. 306 paiki of Town Planning Scheme no. 20 subsequently given City Survey No. 1457 admeasuring 1776 sq. mtrs. of City Survey Ward Gulbai Tekra situate, lying and being at Moje Kocharab, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) (hereinafter referred to as “the said **Property**”) belonging to the **VENDOR** and the **VENDOR** has agreed to sell and the **PURCHASER** has agreed to purchase the said **Property** more particularly described in **Schedule II** hereunder written for or at a Total Consideration of ₹ _____/- **(Rupees _____ Only)** on the following terms and conditions. The detail of the carpet area, as per the Real Estate (Regulation and Development) Act, 2016, of the said Property and other appurtenant areas (meant for exclusive use of the **PURCHASER**) to the said Property is as follows:

Unit No	Carpet Area Sq. mtr.	Balcony/Terrace Area Sq. mtr.

TERMS AND CONDITIONS

[1] The Total Consideration of the said **Property** (which is more particularly described in the **Schedule II** hereunder written) is fixed at ₹ _____/- **(Rupees _____ Only)** by and between the **VENDOR** and **PURCHASER**.

[2] The **PURCHASER** has up till now paid to the **VENDOR** a sum of
₹ _____/- (Rupees
_____ only) by way of earnest
money in favour of **VENDOR**. The details of the said payment are
described in the table hereunder:

Sr. No.	Amount (₹)	Date	Mode of Payment
1			
Total			

The **VENDOR** doth hereby admit and acknowledge the receipt of aforesaid payment and of and from the same and every part thereof forever acquit, release and discharge the **PURCHASER**. This amount shall be adjusted towards the payment of total consideration at the time of registration of Sale Deed.

[3] The Purchaser hereby covenants and represents that they shall pay the balance amount of Purchase Consideration to the Vendor in the following installments, time being the essence of this Agreement:

Sr. No.	Amount	Payable on or before:

[4] In addition to the above mentioned Total Consideration, the **PURCHASER** shall also be liable (and hereby agrees) to pay additional cost towards AMC Taxes, Electricity charges, legal charges, Development Charges, etc. to the **VENDOR**.

- [5] The **VENDOR** shall deliver quiet, vacant, physical and peaceful possession of the said **Property** to the **PURCHASER** at the time of Sale Deed only upon receipt of all amounts payable by the **PURCHASER** to the **VENDOR** as stated herein and after Building Use Permission/Occupancy Certificate is given by Appropriate Authority. However if B.U. Permission is not received, the delivery of the possession shall be postponed and shall be delivered after the B. U. Permission is received and if full payment is made by **PURCHASER**. However the **PURCHASER** may obtain possession of the said **Property** before grant of B. U. Permission at their option and liability against full payment of price but the **PURCHASER** hereby covenants with the **VENDOR** that in such case, the **PURCHASER** shall put to commercial use of the said **Property** only after B. U. Permission is obtained by the **VENDOR**. The Delivery of possession shall be at the discretion of **VENDOR**.
- [6] The **PURCHASER** is aware that the remaining units/ offices/ Shops/Showrooms in this Project along with proportionate land shall be transferred in future and agreements and Sale deeds/ Conveyance deed will be made in favor of such other buyers. The **PURCHASER** is also aware that after the Sale deed shall be made in his favor, he shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest along with other occupiers. The **PURCHASER** has also agreed that he will be entitled to use and enjoy the undivided common facilities only after the payment of necessary amount/fees.
- [7] All the Purchasers are informed that the Unit/Office Nos. 301, 302, 303, & 304 situated on the Third Floor and Unit/Office Nos. 701, 702, 703 & 704 situated on the Seventh Floor shall have attached "Terrace". The Purchaser is further informed that the owners of the

aforesaid units shall have exclusive rights of their respective Terraces for their use and gratification. Such exclusive attached terraces are not and shall not be claimed as common property or common facility of the building. Hence anyone else shall not be given nor shall they claim access to these terraces. The Purchaser agrees to this arrangement.

- [8] The **PURCHASER** herein shall not be permitted to make any type construction or put/install Dish Antennas for cable T.V. and mobile Antennas for communication purposes in the said attached Terrace and it shall always be kept open. The owners of units with attached terraces shall only be allowed/entitled to sell/transfer the attached terraces along with its respective unit.

- [9] The **PURCHASER** shall abide by the terms and conditions of this Agreement for Sell with regard to the payment schedules as mentioned hereinabove. In case if the **PURCHASER** fail to pay the amounts within the stipulated period as stated above, the **VENDOR** shall, without prejudice to other rights and remedies, be entitled to cancel this agreement for sale, forfeit the amount paid by the **PURCHASER** and shall also be entitled to sell the said property to any other person.

- [10] The **VENDOR** informs the **PURCHASER** that it has obtained project loan from State Bank of India, Changodar Branch. The **VENDOR** herein shall obtain a No Objection Certificate from the said Bank before execution of the sale deed.

- [11] The **VENDOR** assures and undertakes to the **PURCHASER** that its titles to the **said Land** are clear, marketable and free from reasonable doubts and without encumbrances (except charge of State Bank of India). The **VENDOR** has obtained Title clearance

certificate and Title Report in respect of the said Land from M/s Jani & Co. The **PURCHASER** is satisfied about the titles of **VENDOR** to the said Land being clear and marketable. The **PURCHASER** has also verified construction plan, specification and design of the said Project and is satisfied about the same.

- [12] The **PURCHASER** has also been given the Brochure and plans of the scheme showing common amenities to be used and enjoyed by the **PURCHASER** in future. It is agreed by both parties that this document will not be treated as part of this agreement for sale of the said **Showroom Unit**. The **VENDOR** can alter/change the common areas and facilities stated in the said brochure / plans and can make revisions in the building plans and **PURCHASER** shall not be entitled to raise any objection in future.
- [13] The **PURCHASER** agrees that the terraces on top of the buildings shall always belong to the **VENDOR** and the **VENDOR** alone shall be entitled to sell/transfer the terrace to any third party and the **PURCHASER** shall not raise any objection. The **PURCHASER** further agrees that the owner/occupier of such terraces and their visitors shall always be entitled to use the common areas and facilities of the said Project without any objection/hindrance by the **PURCHASER**.
- [14] It is agreed between the parties that in future if there is any additional/excess FSI available from the competent authority then the **VENDOR** shall have the absolute right to use such additional/excess FSI for construction on the said **Land** or any other land as the **VENDOR** may deem fit.
- [15] The **PURCHASER** agrees that the **VENDOR** alone reserves all the rights to allot car/scooter parking space in the basement and on the

ground floor. The **VENDOR** shall have the exclusive rights to allot car/scooter parking space and the **PURCHASER** shall not raise any objection for the same. The **PURCHASER** hereby agrees with the **VENDOR** that he shall not raise any objection if the visitors use the parking allotted to them on holidays or during such time when his offices is closed.

- [16] The **PURCHASER** shall use the said Showrooms only for Commercial purpose in future. Otherwise the **VENDOR** will be entitled to take possession of the said showroom Unit from the **PURCHASER** and the **VENDOR** shall have every right to sell the said showrooms to any other person as it may deem fit and proper.
- [17] The **PURCHASER** hereby irrevocably agrees that the **VENDOR** alone shall have the absolute rights to undertake and carry out all future advertisement, publicity and communications related work through their advertising agency for publicity/advertisement in the said Project "**3RD EYE VISION**". The **PURCHASER** further agrees that **VENDOR** and their agents shall be entitled to install hoardings, LCD Screens, Video walls or any other audio-video modes of advertisement/publicity in the said project "**3RD EYE VISION**".
- [18] That the **PURCHASER** agrees to become member of the Service Society that may be formed by the **VENDOR** for maintenance and management of all common facilities and amenities in the said Project in future. The **PURCHASER** shall also be liable to pay membership fees of Service Society and the **PURCHASER** shall also be liable to pay advance maintenance charge for 12 months calculated @ Rs. 2/- per sq. feet (super built up area) per month to the Service Society as well as any lump sum maintenance deposit as may be decided by the **VENDOR**.

- [19] That the **VENDOR** shall pay all taxes including Municipal Cesses, Betterment charges and Revenue etc in respect of said Land, upto the time of completion of construction . The **PURCHASER** shall be liable to pay proportionately all such AMC/AUDA taxes, Electricity Charges, cessess, Property Taxes etc thereafter.
- [20] The **VENDOR** covenants with the **PURCHASER** that the said Land or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said **Property**.
- [21] The **VENDOR** agrees to complete the sale transaction by executing a sale deed of said showrooms Unit in favor of the **PURCHASER**.
- [22] This Agreement shall stand terminated at the sole discretion of the **VENDOR** in case the **PURCHASER** do not fulfill the obligation for payment of the consideration of the said showrooms /units as mentioned in this Agreement or upon non-compliance of all terms and conditions of the **PURCHASER** under this Agreement.
- [23] That the Board of Directors of the **Vendor, KALIKA BUILDCON PVT. LTD**, have passed Resolution unanimously in its Board meeting held on 02-05-2016 and thereby the Director/Authorized Signatory of the Company **Mr. Amrishbhai Rambhai Patel** is given authority to affix the seal of the Company and sign and execute and register the Agreement for sale on behalf of the said **Vendor**.
- [24] That the expenses for Stamp Duty, Additional Stamp Duty, Registration Fees, VAT, , Service Tax, all other taxes, Miscellaneous

expenses, Lawyer's fees and all other applicable taxes, etc. in respect of this Agreement for Sale and sale deed shall be borne by the **PURCHASER**.

[25] The **PURCHASER** will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.

[26] The Courts in Ahmedabad shall alone have jurisdiction with regard to this Agreement for sale.

[27] The schedules hereinabove referred to:

SCHEDULE I

ALL THAT piece and parcel of Non-Agricultural land bearing Sub Plot no.13 (Original Sub Plot No. 11) admeasuring 1776 sq. mtrs of Final Plot No. 306 paiki of Town Planning Scheme no. 20 subsequently given City Survey No. 1457 admeasuring 1776 sq. mtrs. of City Survey Ward Gulbai Tekra situate, lying and being at Moje Kocharab, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi).

SCHEDULE-II

All that Showroom bearing Unit No. _____ admeasuring about _____ sq.ft (Super built up area) situated on the _____ Floor (_____ Floor as per plan approved by AMC) in “**3RD EYE VISION**” project along with undivided proportionate land of Sub Plot no.13 (Original Sub Plot No. 11) admeasuring 1776 sq. mtrs of Final Plot No. 306 paiki of Town Planning Scheme no. 20 subsequently given City Survey No. 1457 admeasuring 1776 sq. mtrs. of City Survey Ward Gulbai Tekra situate, lying and being

at Moje Kocharab, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) alongwith right to use and enjoy common amenities and facilities of the project. The detail of the carpet area as per the Real Estate (Regulation and Development) Act, 2016 of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

Unit No	Carpet Area Sq. mtr.	Balcony/Terrace Area Sq. mtr.

The said Unit No. _____ on _____ Floor in “3RD EYE VISION” scheme is bounded as under:-

- On or towards East :
- On or towards West :
- On or towards North :
- On or towards South :

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this ____th day of _____, 2017 at Ahmedabad.

SIGNED, SEALED AND DELIVERED
by the above named FIRST PARTY-
VENDOR

KALIKA BUILDCON PVT. LTD.,
Through its Authorized Signatory/Director

[Mr. Amrishbhai Rambhai Patel]

WITNESSES:-

[1]_____

[2]_____

<u>FIRST PARTY-THE VENDOR</u>	<u>Photograph</u>	<u>Left Hand</u> <u>Thumb Print</u>
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[KALIKA BUILDCON PVT. LTD., through its Authorized Signatory MR. AMRISHBHAI RAMBHAI PATEL]		

<u>SECOND PARTY-THE PURCHASER</u>	<u>Photograph</u>	<u>Left Hand</u> <u>Thumb Print</u>
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