

AGREEMENT FOR SALE
(without Possession)

This Agreement for sale is made at Ahmedabad on Day of of 201..... by and between the following parties:

M/S PANTHI BUILDCON a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Rydham Plaza, Opp. Shridhar Flora, Nr. Amar Jawan Circle, Nikol, Ahmedabad, (PAN No.), represented by its authorized Partner **Tarunkumar Jaysukhbhai Shiroya**, (Aadhar no.....) Res. at A/9, Sarvoday Society, India Colony, Bapunagar, Ahmedabad. hereinafter referred as **"The Owner"** or **"The Vendor"** or **"The Party Of The First Part"** (which expression unless repugnant to the context or meaning hereof shall mean and include all partners and their legal heirs, associates, successors, administrator, and or assigns etc) of the **FIRST PART**.

AND

(1), aged about ___ years, **Having PAN:** (2), aged about ___ years, **Having PAN:** Residing at : (hereinafter referred to as **"The Purchaser/s"** or **"The Parties Of The Second Part"** (which expression, unless repugnant to the context or meaning hereof shall mean and include he/she/it/their legal heirs, associates, successors and or assigns);

WHEREAS the owner is the seized and possessed of and otherwise well and sufficiently entitled to all that Non-Agricultural land bearing non-agriculture land bearing **FINAL PLOT NO. 13** admeasuring **3703 SQ. MTRS.** of **TOWN PLANNING SCHEME NO.111, SURVEY NO. 16/2** admeasuring **6171 SQ. MTRS.** of Mouje : **NIKOL**, Taluka **ASARWA** in the District of **AHMEDABAD** & Registration Sub-District **AHMEDABAD-12 (NIKOL)**. (hereinafter referred to as **"THE SAID ENTIRE LAND"**). The owner is having possession of Net Plot area admeasuring **3703 Sq. Mtrs.**

The construction plan and lay out plan are prepared accordingly and the same are approved by AMC, details which of are mentioned in said deed.

AND WHEREAS District Collector, vide order No. CB/Land-1/N.A./S.R. 224/2016, Dtd. 06/06/2016. granted N.A. Permission for the said and. Said fact was recorded in revenue records by mutation entry No. 11413 dated : 05/07/2016.

AND WHEREAS the M/S PANTHI had purchased the said entire land of the scheme viz Non-Agricultural land bearing **FINAL PLOT NO. 13** admeasuring **3703 SQ. MTRS.** of **TOWN PLANNING SCHEME NO.111, SURVEY NO. 16/2** admeasuring **6171 SQ. MTRS.** from its original owner-occupant viz. (1) Pragjibhai Bhimajibhai Ranpariya (2) Khodabhai Rudabhai Mangroliya (3) Bharatbhai Mohanbhai Mangroliya by a sale deed duly registered with the Sub-Registrar of Ahmedabad-12 (Nikol) under serial no. 9523 dated 28/05/2018 The entry to that effect was also entered in the Revenue Records vide mutation entry No. 12882 dated 31/05/2018, which was duly certified by the concerned Revenue Authority.

AND WHEREAS the Vendor desired to develop the said entire land by launching a scheme of Residential Flat & Commercial Shops and for the said purpose the Vendor had launched the scheme known as **"RHYTHAM PLAZA"** (hereinafter referred to as the **"SAID SCHEME"**) on the said entire land in accordance with the Plans for the construction approved by Ahmedabad Municipal Corporation as under and the owner has accordingly commenced construction of the said Scheme.

Block Number :	
Case No.	BLNTI/EZ/121217/CGDCR/A0247/R0/M1
Rajachitthi Number	00461/121217/A0247/R0/M1
Date	21/03/2018.
Number of Units	On First Celler and Second Celler Parking, On Ground Floor : Commercial Units : 40, On First Floor Commercial Units 34, On Second Floor

	Commercial Units 34 , On Third Floor Commercial Units 22, On Fourth Floor Commercial Units 22, On Fifth Floor Commercial Units 20 and On Sixth Floor Commercial Units 13.
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AND WHEREAS the Vendor has registered the Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with The Real Estate Regulatory Authority at Gandhinagar vide its permission No: of dated: authenticated copy is attached herewith.

AND WHEREAS the Purchaser/s has/have desired to become member of the said scheme and requested to execute an agreement for sale for the constructed premises bearing **Shop/Office No:**, approx admeasuring **Sq. mtrs** or thereabout situated on **Floor** (Rera Carpet Area/means the net usable floor area of Flat including exclusive balcony & wash & the area covered by the internal partition walls of the flat but excluding the area covered by the external walls, areas under services shaft, and exclusive open terrace area, common road, common plot, lift and passage area) together with undivided land share admeasuring **Sq. mtrs** provided in the entire land of the scheme known as "**RHYTHM PLAZA**" more particularly described in the schedule herein under written (hereunder referred as a "the said Property" or "Said Flat") and the Vendor agreed to execute the agreement for sale in favour of the Purchaser/s herein as per the terms and conditions mentioned herein.

AND WHEREAS the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS on demand from the purchaser/s the owner has given inspection to the Purchaser/s of all the documents and they has/have verified the titles of the said property to be conveyed herein and also verified and studied, obtained independent legal advice and

explained to himself/herself/itself the agreement documents, papers, writings, permission and approvals of the authorities, relating to the acquisition of the said Land, sanctioned plans, designs and specifications of the said Project Scheme, and certificate and the authenticated copies of report on title of the Said entire Land issued by owner's Advocate and authenticated copies of Village Forms VI and VII and XII and Society's Records, Permissions or any other relevant revenue record showing the nature of the title of the Project Land on which the property were constructed and also materials use/to be use in the construction of said unit and building and also measured and verified the measurement of said property, and has satisfied himself/herself/itself completely in all respects and now purchaser/s himself/herself/itself shall not be entitled to raise any disputes or further requisitions whatsoever in this regard.

AND WHEREAS under Section 13 of the said Act, the Owner is required to execute a written Agreement for Sale of said Apartment with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES:

- (1) The Vendor have agreed to sell/transfer and convey the said Property to the Purchaser at or for a lump sum consideration of **Rs:/- (Rupees Only)** (which include external walls, fittings, fixtures, electric connection, balcony or verandas, open terrace, common road, common plot, lift and passage) The purchaser/s has/have paid/to be paid following amount as earnest consideration amount to the Vendor for which, Vendor has acknowledged the receipt of the said amount and the remaining amount will be payable as per understanding as mentioned herein under, the party of the first part will handover vacant, exclusive and peaceful possession of the said Land/property on or before execution of conveyance and other documents in favour of the party of the second part and on receiving.

Sr No.	Particulars	Rs.	Name of the Bank	Cheque no.	Date
1	Earnest Money				
2	Further sale consideration.				
Total: Rs:/- (Rupees Only)					

- (2) The period to complete the transaction for the sale of the said Property and to execute and Registered the Conveyance Deed along with Possession in favour of the Purchaser/s is fixed up to _____ from the date of this Agreement, subject to Vendor shall be entitled to reasonable extension for giving delivery of property in the aforesaid date, if the completion of Building in which the Property is to be situated is delayed on account of war, civil commotion or act of God or any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (3) It is also agreed by the Purchaser that balance amount of this agreement will pay within in following manner, It is further agreed that in case of delay of 3 (Three) installment of the payments the Vendor shall have discretion to extend the period for completion for sale of the said Land/Property subject to charging interest at the rate 18% on remaining unpaid consideration and other charges or shall at his own option, may terminate this Agreement, Further provided that, owner shall give notice of fifteen (15) days in writing to the Purchaser/s, by Registered Post AD at the address provided by the them or mail at the e-mail address if provided, of his 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/s fails to rectify the same within the period of notice then at the end of such notice period, this Agreement shall stand automatically cancelled, further that, upon termination of this Agreement as aforesaid, the owner shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to owner) within a period of thirty days of the termination. If the Vendor fails to abide by the time schedule for completing

the Project and handing over the Possession Flat to the Purchaser and the Vendor agrees to pay to the Purchaser the balance amount and does not intend to withdraw from the Project, then Vendor entitled to pay interest at the rate of 12% per annum, on paid amounts.

Sr	Payment time	Installment amount in %
1	At the time of Booking	 % amount with applicable Tax
2	After Booking within One Month	 % amount with applicable Tax
3	Completion of Floor Slab	 % amount with applicable Tax
4	At the time of inside & outside Plaster	 % amount with applicable Tax
5	Plumbing and Flooring work	 % amount with applicable Tax
6	Colour, Putty, Electric and bathroom fittings	 % amount with applicable Tax
7	Finishing of Lift and Elevation	 % amount with applicable Tax
8	Remaining all amount including applicable tax, Stamp duty Registration charges, Maintenance Charges etc	At the time of Sale-deed

- (4) All taxes, Revenue tax, Municipal charges, Original Society Maintenance and other including cess due and payable up to the date of completion of sale/possession of the said property shall be borne and payable by the first party thereafter, the same will be borne by the Purchaser/s only.
- (5) It is agreed that Service Society is/will be form of the members of the scheme known as **"RHYTHM PLAZA"**, The Leaflet-U (Bye-Laws) and also Rules, Regulations or Resolutions made and may be adopted by the Service Society from time to time shall be binding on the member/s. The Purchaser/s shall pay for common maintenance expenses to the Service Society, The

aforesaid amounts are exceeding from the sale consideration as agreed upon as mentioned in this Agreement for Sale by the Purchaser/s herein. Said amount shall be paid by the Purchaser/s on or before the conveyance of the said Property. The member/s agrees that the essential supply and services will be enjoyed commonly with other members of the scheme and shall be managed collectively or by the Service Society, as the case may be. The member/s shall be entitled to use the common portions of the land and building as co-sharers or as members of the Scheme, such common portions such as staircase, lift, passages, common parking space, other open spaces, water tank, bore etc., It is however further agreed and understood by the purchaser/s that the terrace above the last/top floor of the entire building would be common for scheme members and occupier.

- (6) The member shall not create any nuisance and annoyance or throw or storage any objectionable material on the ground, passage and common space.
- (7) It is understood by the member/s that he/she/it shall not be entitled to carry out any work on the walls, ceiling and the floor which is enjoyed in common with the adjoining members and that no ventilation etc, shall be made thereon, without prior consent of the affected member/s or society.
- (8) The purchaser shall insure and keep insured the said property against all loss or damage by and from fire, earthquake, riot, war, flood or act of God or other such risk to the said property.
- (9) The member shall not without the written permission of the Vendor, let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the said unit nor assign, underlet or part with his/her/its interest or the benefit of this agreement or any part thereof or in the said unit
- (10) The Vendor intends to enter or already entered into separate Agreement/Conveyance with several other Purchaser/s in respect of other units in the scheme. The Vendor may enter or already entered into such Agreement/Conveyance with such rights and liabilities and on such terms and conditions as it may deem, fit and proper, which may be in variation with

rights, liabilities, terms and conditions agreed upon with the Purchaser herein.

- (11) The entire scheme is and will always be known as **"RHYTHM PLAZA"** and the same shall not be changed in any circumstances. The Purchaser/s shall at no time demand partition of their interest in the entire land, it being agreed and declared by the Purchaser/s that their interest in the said land is impartial. The Purchaser/s hereby covenants to keep the said property, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the unit other than his/her/it property. The Purchaser/s shall not use the said property or permit the same to be used for any purpose whatsoever other than for Residential use which it is meant for or for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other unit/s nor for any illegal or immoral purpose. The Purchaser/s shall not at any time demolish or cause to be demolished the said property or any part thereof. The Purchaser/s shall not make any alterations in the elevations and outside color of the scheme of the said property purchased by them.
- (12) It is agreed by the Purchaser/s herein that they are aware, read, understood and observed about the facts that the specific units owner's of the scheme are given exclusive & permanent utilization rights to use the parking area and same will enjoy permanent utilization rights of parking reserved for them, and therefore no claim of any nature or by any legal way shall have to be raised by the other owner, however if any such claim will be raised by any member of the scheme same shall have to be treated as illegal and declare null and void. It is also clarified that all members of the scheme has given their irrevocably legal consent for exclusive used rights given and also entitled to confirm the same without taking any disputes.
- (13) The Purchaser/s has to perform the terms and conditions required to be performed by him/her under this Agreement and is/are ready and willing to obtain conveyance in his/her/their favour but if, the Vendor fails or neglect to execute the

conveyance, then the Purchaser/s shall be entitled to obtain specific performance of this Agreement against the full and final payment of balance sale consideration and other dues or remaining money to the Vendor.

- (14) The Vendor assures and undertake to the second party that up till now it has not transferred or agreed to transfer or lease or license, or not entered into any kind of Agreement for Sale or transfer of the said property or any part thereof in any manner to anyone else and nobody else is having any right in the said property. The first party further declares that there is no acquisition or requisition or reservation in respect of the said property or any part thereof and that no litigation or any attachment or any other proceedings whatsoever is pending in respect of the said property in any judicial or quasi-judicial court or before any central or State Government authority or before any Arbitrator anywhere in India.
- (15.1) Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser/s as per the agreement shall offer in writing the possession of the Flat/Unit, to the Allottee/Purchaser/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor shall give possession of the Flat/Unit to the Allottee/Purchaser/s. The Vendor agrees and undertakes to indemnify the Allottee/Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Allottee/Purchaser/s agrees to pay the maintenance charges as determined by the Vendor or association of allottees/Purchaser/s, as the case may be. The Vendor on its behalf shall offer the possession to the Allottee/Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.
- (15.2) The Allottee/Purchaser/s shall take possession of the Flat/Unit within 15 days of the written notice from the Vendor to the Allottee/Purchaser/s intimating that the said Property is ready for use and occupancy
- (15.3) Failure of Allottee/Purchaser/s to take Possession of Flat/Unit
Upon receiving a written intimation from the Vendor as per

clause 15.1, the Allottee/Purchaser/s shall take possession of the Flat/Unit from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Flat/Unit to the allottee/Purchaser/s. In case the Allottee/Purchaser/s fails to take possession within the time provided in clause 15.1 such Allottee/Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

(15.4) It is further clarified that If within a period of five years from handing over the possession of Flat/Unit or from date of the Sale-Deed, the Allottee/Purchaser/s brings to the notice of the Vendor, only structural defect in the Apartment or the building in which the Apartment are situated wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser/s 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 but any account of chemical or ruff usage or any change in the usage which contrary with the rules and regulations of the society/Scheme, as well as, the local authority by the unit holder or the member/s, the Vendor shall not be responsible for breach of any law, rules and regulations and the member/s will be liable for all consequences ensuing on such breach.

(16) Any direct or indirect tax liability in respect of this transaction, as a sale or otherwise either as a whole or in part or in respect of any inputs or materials or equipments used or supplied in execution of or in connection with this transaction or for use of the Recreation and Miscellaneous Facilities such as local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars and another expenses necessary and incidental to the management and maintenance of the Project Land and all legal costs, charges and expenses, including professional costs

of the advocates of the owner in connection with formation of the said Service Society, or Apex Body for preparing its rules, regulations, and bye-laws and the cost of preparing and engrossing the conveyance or assignment and stamp duty and registration charges shall be borne and paid by the purchaser/s on demand by the owner. All payments are thus understood by the purchaser/s to be net of tax. He/they accept/s all liabilities unconditionally to pay additional amounts to the Vendor/land owner, equal to any such tax that may be imposed, with regard to any aspect of this Agreement, including but not limited to consideration amount of Property.

- (17) The Vendor shall maintain a separate account in respect of sums received by the them from the Purchaser as advance or deposit, or on account of the share capital of the Co-operative Society or Association or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- (18) It is also agreed that the total price as stated above excludes taxes (i.e Value Added Tax, Service Tax, GST or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the Flat, which shall be separately payable by the Purchaser/s in the manner as may be decided, but any escalations/increases, on account of development charges payable to the competent authority or any other charges which may be levied or imposed by the competent authority, Local Bodies / Government from time to time and on the demand of Vendor to the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published /issued in that behalf to that effect along with the demand letter then the purchaser is liable to pay such subsequent payments.
- (19) It is also agreed that The Vendor shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation of three percent (3 %). If any change

found, the total price payable for the carpet area shall be recalculated and If there is any reduction in the carpet area found then the Vendor shall refund the excess money paid by the Purchaser/s within forty-five days and If there is any increase in the carpet area found then the Vendor shall demand additional amount from the Purchaser/s and the Purchaser/s is duty bound to pay the same at the same rate per square metre as agreed by this Agreement It is also agreed that the Purchaser/s is authorizes the Vendor to adjust/appropriate all payments made by him/her under any head/s of dues against outstanding, if any, in his/her name as the Vendor may in deem fit and the Purchaser/s undertakes not to object for adjusting his payments in any manner.

- (20) The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchaser/s, obtain from the concerned local authority in respect to the said scheme
- (21) It is also agreed that the Vendor shall use the applicable Floor Space Index for the said Scheme upon the said entire land but if any surplus, additional or future such rights by the way of F.S.I. or otherwise shall continue to be owned by the Vendor. It is further agreed between the Parties that benefits and advantages that may become available in respect, thereof shall be heritable, transferable and assignable as apportioned hereinabove at the sole discretion of the Vendor.
- (22) This Agreement may only be amended through written consent of the Parties herein, if any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made, such provisions of the Agreement shall be amended 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 as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable at the time of execution of this Agreement.

- (23) It is also agreed that in case there are Joint Purchaser, all communications shall be sent by the Vendor to the Purchaser's, whom name mentioned first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Purchaser/s. It shall be the duty of the Purchaser/s 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 and or the Purchaser/s herein.
- (24) Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute, which shall be referred to Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016. That the rights and obligations of the parties 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 courts at Ahmedabad, will have the jurisdiction for this Agreement.
- (25) The said land-property conveyed herein is situated at Jodhpur, Ahmedabad and said area not fallen under the Disturbed Areas Act and therefore no permission for transfer of said property is required under the provisions of the said Act.
- (26) All expenses of Stamp Duty, Registration Fees, Misc. expenses for the Conveyance (Sale deed) shall be borne by the Purchaser/s Only.

SCHEDULE

ALL THAT property bearing **Shop/Office No:** approx admeasuring admeasuring SQ. MTRS. (Carpet Area) and SQ. MTRS. (wash Area) Total SQ. MTRS. (Carpet Area) situated on **Floor** together with undivided land share admeasuring Sq.Mtrs provided in the entire land of the scheme known which is known as "**RHYTHM PLAZA**" constructed upon Non-Agricultural land bearing **FINAL PLOT NO. 13** admeasuring **3703 SQ. MTRS.** of **TOWN PLANNING SCHEME NO.111, SURVEY NO. 16/2** admeasuring **6171 SQ. MTRS.** of Mouje **NIKOL Taluka ASARWA** in the District of **AHMEDABAD & Registration Sub-District AHMEDABAD-**

12 (NIKOL) together with all rights and appurtenances the entire scheme bounded as under:

On the East by :

On the West by :

On the North by :

On the South by :

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR

M/S PANTHI BUILDCON
through its Authorized Partner
MR.

In Presence of:-

1. _____

2. _____

