

AGREEMENT FOR SALE

“KESHAR HARMANY ”

[Flat No. 101, on 1st Floor, of Block No. A]

THE VENDOR

[KRISHNA BUILDCON]

THE PURCHASER

[]

AGREEMENT TO SALE

FIRST PARTY :
THE VENDOR

KRISHNA BUILDCON

A Partnership Firm

PAN : A A O F K 2 7 1 2 M

Having its Office at : 39, Jayshrinagar Society Part -II,
Near Patel Cloth Market, Khodiyarnagar Cross Road,
Bapunagar, Ahmedabad.

Through its Authorized Partner

(A) THE VENDOR i.e. **“KRISHNA BUILDCON”** a Partnership Firm herein is seized and possessed of and otherwise well and sufficiently entitled to the piece or parcel of Non-Agricultural land bearing Final Plot No. 125 admeasuring 5017 sq.mtrs., of Town Planning Scheme No. 111 (Nikol - Kathwada) in lieu of Survey No. 501/B admeasuring 8361 sq.mtrs., situated at Moje - Nikol, Taluka - Asarwa, District Ahmedabad and Sub District Ahmedabad-12 (Nikol).

- (B) THE VENDOR i.e. **"KRISHNA BUILDCON"** a Partnership firm has purchased aforesaid Land from its owners by way of registered sale deed which is registered with Sub Registrar Ahmedabad - 12 (Nikol) registered under Serial No. 9900/2014 dated 07/08/2014 and entry to that effect was entered into the revenue record i.e. Mutation Register by mutation entry no. 10096 dated 13/08/2014, which was duly certified on 25/09/2014.
- (C) That the N. A. permission for Residential of the said land bearing Final Plot No. 125 admeasuring 5017 sq.mtrs., of Town Planning Scheme No. 111 (Nikol - Kathwada) in lieu of Survey No. 501/B admeasuring 8361 sq.mtrs., situated at Moje - Nikol, Taluka - Asarwa, District Ahmedabad and Sub District Ahmedabad-12 (Nikol), was granted by the District Collector, Ahmedabad vide his order No. CDC/ N. A. / S. R. / 95 / 06-07 dated 14/03/2007 and entry to that effect was entered into the revenue record i.e. Mutation Register by mutation entry no. 4528 dated 12/05/2007, which was duly certified on 18/06/2007.
- (D) That the Plans for making Construction for residential purpose on the aforesaid Land are sanctioned by the Ahmedabad Municipal Corporation in various cases and issuing Commencement Letter (Rajachitthi). AND WHEREAS as per the said sanctioned plans the Vendor i.e. **"KRISHNA BUILDCON"** has commenced the construction of Residential Scheme consisting of Four Blocks being Block Nos. A, B, C and D.
- (E) That the Vendor is developing the aforesaid land and constructing Residential Scheme known as **"KESHAR HARMANY"**.

- (F) The Vendor and Purchaser have negotiated for the sale of **Flat No. 101**, situated on the **1st Floor** in **Block - A**, admeasuring about **119.96 sq.mtrs., carpet Built up area** (including one Balcony/ Varnada having area admeasuring 4.94 sq.mtrs., and one wash area having admeasuring 3.86 sq.mtrs.,) with undivided share of land admeasuring **44.79 sq.mtrs.**, (As per plan approved by AMC) of the Scheme named **“KESHAR HARMANY”** belonging to the Vendor more particularly described in the schedule written hereunder. It shall be referred to as **“The Said Property”** hereinafter in this Agreement to Sale.
- (F) The Purchaser has agreed to purchase and the Vendor has agreed to sale the said property **Flat No. 103** of the said scheme **“KESHAR HARMANY”** more particularly described in the Schedule hereunder written for a total consideration of **Rs. _____/-** (**Rupees _____ Only**) on the following terms and conditions :

TERMS AND CONDITIONS

- [1] The total consideration of the said property more particularly described in the schedule hereunder written is fixed at **Rs. _____/- (Rupees _____ Only)** by and between the Vendor and the Purchaser. The said consideration is inclusive of the said property alongwith undivided proportionate land and right in common facilities of the said scheme.
- [2] In addition to the above said total consideration of the said property, the Purchaser shall also be liable and hereby agrees to pay lumpsum amount of Maintenance charge, Stamp duty, Additional Stamp duty, Registration Fees, Torrent Power/AEC/GEB Charges, AMC charges, GST, Legal Charges and all other charges and taxes etc.

[3] As a part of the above said Total Consideration of the Said Property, The Purchaser has paid full payment of **Rs. _____/- (Rupees _____Only)** to the Vendor being the deposit towards the said Total Consideration for the Said Property. The details of the said payment are as given below;

Amount paid to the Vendor by the Purchaser

Sr.	Amount	Date	Cheque	Bank

The Vendor acknowledges the receipt of the above stated amount. This amount shall be adjusted towards the total sell price at the time of registration of Sale Deed.

[4] The Purchaser shall pay the amount of Maintenance charge, Torrent Power/ AEC/ GEB Charges, AMC charges, GST, Legal Charges and all other charges and taxes etc., at time of sale deed. The Vendor shall give quiet, vacant, physical and peaceful possession of the said property to the purchaser at the time of registration of Sale Deed and the vendor shall execute and registered sale deed after receiving full payment of the said property. This time limit can be extended at the option of the Vendor in case of necessity.

[5] In case if the Purchaser fails to pay the balance amount of sell price within the stipulated period, the Vendor can unilaterally cancel this agreement and sell the said property to any other purchaser and shall return the earnest amount after deducting

10 % towards administrative expenses, only after the resale of the respected unit. The Vendor is also entitled to recover damages. The purchaser agrees to pay additional interest if any delay in payment from his side.

- [6] The Purchaser shall not be entitled to get possession of the said land in future. The land will always remain undivided. The Purchaser is aware that the remaining portion of the land as well as other Units situated in this Building shall be transferred to other Purchaser in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other Purchaser. The Purchaser is aware that after the Sale deed shall be made in his favour of the said Flat, she or he will become one of the co-owners of the undivided land. The Purchaser is also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the purchaser will be entitled to use and enjoy the undivided common facilities.
- [7] The Purchaser shall not be allowed to alter/change the size, shape and design(which includes color, layout, opening direction etc.) of the main door, windows, shutters etc., and shall not make any hole or new window to fix air conditioner or coolers, shall not be allowed to put grills, spare door, jail and shall not damage the partition walls, common walls, flooring, ceiling of the said property.
- [8] The Vendor shall pay all taxes including all Municipal Cassese, Betterment charges and Revenue etc., in respect of this land, upto the time of Sale Deed/Conveyance Deed. The Purchaser shall be liable to pay proportionately all AMC taxes, Torrent/AEC charges, etc., thereafter.
- [9] The Vendor assures and undertakes to the Purchaser that its titles to the said property are clear, marketable, free from reasonable

doubts and without any encumbrances. The Purchaser has satisfied himself about the title and its good marketability and shall not raise any dispute in future regarding the title. The Purchaser has also verified possession, construction plan, Sale Deed, revenue record etc., of the said property and is satisfied with the same.

- [10]** The Purchaser has also been given the Brochure 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 purchase of the said Property. The Vendor can alter the facilities stated in the said brochure.

- [11]** The Purchaser agrees to become member of the Service Society which shall be formed by the Vendor for maintenance of all common facilities of said building and management of building and also further agrees that the Purchaser shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount as may be decided by the said Service Society for maintenance of facilities as and when it is formed. The Purchaser shall also be liable (and hereby agrees) to pay Maintenance Deposit. This condition is essence of contract.

- [12]** THAT the expenses for Stamp Duty, Registration fees, lawyer's fees etc., in respect of this deed shall be borne by the Vendor alone. The purchaser also agrees to pay/reimburse to the Vendor the Service Tax or GST if payable in respect of this Sale transaction or this Agreement to Sale.

- [13]** The aforesaid Property shall be sold with common rights in all common amenities & utilities, passages, staircase, water facilities, compounds, sewage, drains, drainage, electricity etc.

- [14]** The schedule hereinabove referred to :

SCHEDULE

All pieces and parcel of immovable property being **Flat No. 101**, situated on the **1st Floor** in **Block - A** , admeasuring about **119.96 sq.mtrs., carpet Built up area (including one Balcony/Varnada having area admeasuring 4.94 sq.mtrs., and one wash area having admeasuring 3.86 sq.mtrs.,)** with undivided share of land admeasuring **44.79 sq.mtrs.**, (As per plan approved by AMC) of the Scheme named **“KESHAR HARMANY”** constructed on the Non-Agricultural land bearing Final Plot No. 125 admeasuring 5017 sq.mtrs., of T. P. Scheme No. 111 (Nikol-Kathwada) in lieu of Survey No. 501/B admeasuring 8361 sq.mtrs., situated at Moje - Nikol, Taluka - Asarwa, District Ahmedabad and Sub District Ahmedabad-12 (Nikol). The said land is bounded as under :

On or towards East	:	T. P. Road
On or towards West	:	F.P. No. 81
On or towards North	:	F.P. No. 78
On or towards South	:	F.P. No. 80

THAT SAID FLAT 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 day of . - 2017 , at Ahmedabad.

FIRST PARTY / THE VENDOR
KRISHNA BUILDCON a Partnership Firm
Through its Authorized Partner

YOGESHBHAI CHHAGANBHAI KACHHADIYA

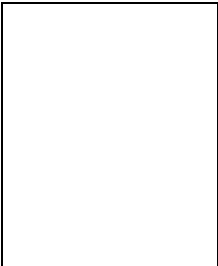
WITNESSESS

[1] _____

[2] _____

SCHEDULE AS PER REGISTRATION ORDINANCE CLAUSE 32(A)

<u>THE VENDORS</u>	<u>PHOTO</u>	<u>THUMB'S IMPRESSION</u>
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**KRISHNA BUILDCON, A Partnership Firm Through it's Authorized
Partner YOGESHBHAI CHHAGANBHAI KACHHADIYA**

THE PURCHASER

